

Hamilton County Board of County Commissioners

AGENDA

July 20, 2016

ROLL CALL

INVOCATION - Commissioner Mackey

PLEDGE TO THE FLAG - Commissioner Mackey

Minutes	Recessed Meeting - June 29, 2016
Minutes	Agenda Session - June 29, 2016
Minutes	Regular Meeting - July 6, 2016
Report	Order of Designation Planning Commission - Todd Leamon July 11, 2016
Res. No. 716-19	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, the bond of the Superintendent of Schools, the oath of Deputy Sheriff, and the certificate of discharge by the Board of Equalization.
Res. No. 716-20	A Resolution making an appropriation to the Town of Signal Mountain in the amount of three thousand eight hundred dollars (\$3,800.00) from unused General Fund travel/expense discretionary monies, as allotted to District Two.
Res. No. 716-21	A Resolution making an appropriation to The Honoring the Sacrifice Foundation in the amount of one thousand dollars (\$1,000.00) from General Fund discretionary monies, as allotted to District Nine.
Res. No. 716-22	A Resolution authorizing Hamilton County to make an intergovernmental transfer to the State of Tennessee's TennCare Program in order to secure additional funding from the State of Tennessee's public hospital supplemental payment pool ("PHSPP") for the Chattanooga-Hamilton County Hospital Authority ("Erlanger").
Res. No. 716-23	A Resolution authorizing the County Mayor to enter into and execute a Real Estate Purchase Agreement and all closing documents necessary to purchase certain property located on Taft Highway needed to construct a new fire hall for the Walden's Ridge Community of Signal Mountain.
Res. No. 716-24	A Resolution to authorize payment to Will Denami to represent the interests of Hamilton County before the Tennessee General Assembly and other governmental entities during Fiscal Year 2016-2017.
Res. No. 716-25	A Resolution approving the extension of a contractual agreement with Kenneth U. Jordan, II, for the position as Equal Employment Opportunity Officer for Hamilton County, Tennessee, for an additional two (2) year period to expire on June 30, 2018.
Res. No. 716-26	A Resolution approving the transferring of \$2,500.00 in discretionary bond funds as allotted to County Commission District Five to County Commission District Eight, and the transferring of a like amount in general capital discretionary funds as allotted to County Commission District Eight to County Commission District Five.
Res. No. 716-27	A Resolution to Rezone from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-family Residential District, property located at 2333 Ooltewah-Ringgold Road.
Res. No. 716-28	A Resolution to Rezone from A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, properties located at 3503, 3603 & 3635 Ooltewah-Ringgold Road.
Res. No. 716-29	A Resolution Granting a Special Exceptions Permit for a Residential Planned Unit Development of properties at 3503, 3603 & 3635 Ooltewah-Ringgold Road.
Res. No. 716-30	A Resolution to Amend the Hamilton County Zoning Regulations, Article VI, Exceptions, Section 400 Special Permits by Hamilton County Commission Subsection 401.7, Application Procedure for Planned Unit Development so as to Clarify PUD Development Plan Requirements.
Res. No. 716-31	A Resolution ratifying the purchase of gasoline and diesel fuel for the period of June 1, 2016, through June 30, 2016, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 716-32 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department, to sign an amendment to the contract with the Tennessee Department of Health to provide the medical case management of persons infected with HIV/AIDS in Hamilton County for the time period April 1, 2016 – March 31, 2017, and to amend the revenue and expenditure budgets to increase the medical case managers HIV/AIDS program budget of \$199,500.00 by \$10,300.00 for a total amount of \$209,800.00.
- Res. No. 716-33 A Resolution Authorizing the County Mayor on behalf of Hamilton County Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to enter into and execute a continuation contract for \$528,100.00 with the Tennessee Department of Health for the provision of Emergency Preparedness Activities for the 12 month time period beginning July 1, 2016 - June 30, 2017 and to amend the Homeland Security budget for FY 2017 by subtracting \$17,400.00 from the revenue and expenditure budget.
- Res. No. 716-34 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a contract amendment with the Tennessee Department of Health in the amount of \$49,200.00 to provide Viral Hepatitis Surveillance Services through December 31, 2016 and to increase the expense and revenue budget by \$49,200.00.
- Res. No. 716-35 A Resolution accepting the bid of Hayward Baker Inc. for EMS Station #3 Helical Piers amounting to \$44,000.00 for Hamilton County Engineering Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 716-36 A Resolution to amend the "Master List of Roads and Speed Limits" by changing the speed limit of Roy Lane from 30 miles per hour to 20 miles per hour, east of Ooltewah-Georgetown Road.
- Res. No. 716-37 A Resolution to authorize the County Mayor to increase the contract with Barge, Waggoner, Sumner & Cannon, Inc. for the construction engineering inspection (CEI) services and construction contract administration of the Tennessee Riverpark downtown segment for an amount not to exceed \$75,000.00.
- Res. No. 716-38 A Resolution naming the headquarters station of the Sale Creek Volunteer Fire Department "The R. Glenn Aslinger Fire Station".
- Res. No. 716-39 A Resolution making an appropriation to Barger Elementary School in the amount of two thousand five hundred dollars (\$2,500.00) from unused discretionary bond funds, as allotted to District Five, for the purchase of playground equipment.
- Res. No. 716-40 A Resolution making an appropriation to Barger Elementary School in the amount of two thousand five hundred dollars (\$2,500.00) from unused discretionary bond funds, as allotted to District Eight, for the purchase of playground equipment.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 29, 2016**

STATE OF TENNESSEE)	Recessed Meeting
COUNTY OF HAMILTON)	June 29, 2016

BE IT REMEMBERED, that on this 29th day of June, 2016, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present – 8. Total absent -0.

Chairman Bankston announced that Commissioner Fairbanks would be absent for today's meeting.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

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HAMILTON COUNTY BOARD OF COMMISSIONERS
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Commissioner Mackey introduced Pastor Mitch McClure, Middle Valley Church of God, and a former County Commissioner who gave the invocation. Commissioner Mackey led in the pledge to the flag.

RESOLUTION NO. 616-28A A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2016-2017 AND SETTING THE TAX LEVY FOR THE YEAR 2016 FOR HAMILTON COUNTY, TENNESSEE.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 616-28A.

Commissioner Boyd spoke about a meeting he had with Mayor Coppinger and his staff last Wednesday. He explained that due to a work conflict he was unable to attend this year's budget workshops. It was noted that he gave a list of his questions to the Mayor's Chief of Staff, Mike Compton, after receiving the finalized 2016-2017 budget. He thanked the Mayor's staff for addressing his questions, and stated that he enthusiastically supported this year's budget.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey,

**RECESSED MEETING
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“Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

Mayor Coppinger thanked members of the Commission for their participation in this year’s budget process. He also thanked Finance Administrator Al Kiser and Assistant Finance Administrator Lee Brouner for the outstanding work they do. He specifically mentioned members of the Finance Department Deby Davis, Beverly Adams, Shelia Cannon, and Purchasing Director Gail Roppo for the year round work they do in developing the budget.

**RESOLUTION NO. 616-29A A RESOLUTION MAKING APPROPRIATIONS TO
NONPROFIT CHARITABLE AND CIVIC ORGANIZATIONS OF HAMILTON COUNTY,
TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING
JUNE 30, 2017.**

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 616-29A. The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston,

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
JUNE 29, 2016**

"Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Being no further business Chairman Bankston declared the recessed meeting adjourned.


Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 29, 2016**

STATE OF TENNESSEE)	Agenda Preparation Session
COUNTY OF HAMILTON)	June 29, 2016

BE IT REMEMBERED, that on this 29th day of June, 2016, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present - 8. Total absent – 1. Commissioner Fairbanks was absent.

Chairman Bankston announced in the recess meeting held earlier that Commissioner Fairbanks would not be present for today's meetings.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 29, 2016**

COMMITTEE ASSIGNMENTS

Chairman Bankston indicated the upcoming agenda items would be considered as follows:

- The Trustee's Monthly and Excess Fee Reports for May 2016 would be submitted for the record.
- The Juvenile Court Clerk's Reports for March and April 2016 would be submitted for the record.
- Resolution No. 716-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 716-14 through 716-18 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 716-2 through 716-13 were heard by a Committee of the Whole.

PRESENTATION – KEVIN BATE – JULY 16 FALLEN SERVICEMEN MURAL

Commissioner Beck asked Kevin Bate, a local artist residing at 1511 Duncan Avenue to approach the podium for recognition.

In response to Commissioner Beck's request, Legislative Assistant Patricia Moore distributed Mr. Bate's business card to the Commission, the Mayor, and the Clerk's office. A color photo of the Fallen Servicemen Mural was displayed on the card.

Commissioner Beck noted that Mr. Bate has donated his time and skills to paint a mural of the five fallen servicemen who lost their lives during the July 16, 2015 terrorist

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attacks. The mural, painted on a 40-foot-wide, 18-foot-tall wall at Tennessee Wholesale Florist, 1715 McCallie Avenue will be unveiled July 16th at dusk. The painting will feature each slain military man: Gunnery Sgt. Thomas Sullivan, National Defense Service Medal recipient Lance Cpl. Squire K. “Skip” Wells, Sgt. Carson Holmquist, Staff Sgt. David Wyatt, and U.S. Navy Petty Officer Randall Smith will be displayed.

Several Commissioners thanked Mr. Bate for honoring the fallen servicemen and choosing Highland Park to paint the Mural. It was noted that Mr. Bate has lived in Highland Park for 12 years and is an advocate for the community.

At this time Mr. Bate shook hands with the Mayor and Commission.

PRESENTATION – CERTIFICATE OF CONGRATULATIONS - MORGAN MCLEAN

Commissioner Haynes and Mitch McClure, Pastor of Middle Valley Church of God and a former County Commissioner, introduced Morgan Mclean, a student at Berean Academy. Miss Mclean recently qualified to attend Emory University’s STEM Explorer week long program in July.

Mr. McClure thanked the Commission for taking time to recognize Miss Morgan’s academic success. Miss Morgan, a member of Pastor McClure’s church also thanked

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the Commission for the recognition. Miss Morgan's father, mother and sister were present in the audience.

Commissioner Haynes' noted an official certificate of congratulations would be presented to Miss Morgan in a few days.

At this time Miss Morgan was given a round of applause.

PRESENTATION – SHERIFF'S DEPARTMENT 2015 ANNUAL REPORT

Sheriff Jim Hammond spoke regarding the 2015 Annual Sheriff's Department Report. He noted that this annual report is a CALEA (Commission on Accreditation for Law Enforcement Agencies) requirement. He pointed out that to receive CALEA accreditation the Sheriff's Department had meet over 500 requirements. He discussed several items including lessons learned from the July 16th terrorist attacks, department statistics, the AEGIS foundation, private funds raised to purchase a firearms training simulator. The simulator will allow law enforcement to train 24/7.

A copy of the report was distributed to members of the Commission, the Mayor's office, and the County Clerk.

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Commissioner Graham commended Sheriff Hammond on his ability to work together with other law enforcement jurisdictions in the state. Sheriff Hammond reported that there are ten different jurisdictions within the County, not including federal and state agencies. Communication between department heads takes place at least once a week via cell phone. The goal to work together is a mutual understanding between all jurisdictions.

Chairman Bankston stated that Resolution Nos. 716-2 through 716-13 would now be heard by the Committee of the Whole.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-2

Chairman Bankston spoke regarding this item, which reappoints Ken Foster to the Hamilton County Health and Safety Hearing Board for a term ending July 6, 2018.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-4

Chairman Bankston spoke regarding this item, which appropriates \$1,000.00 to the East Tennessee Symphony Orchestra from General Fund discretionary monies, as

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allotted to District Nine. It was noted the funds will be used to assist with the Fourth of July Celebration.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-5

Commissioner Mackey spoke regarding this item, which appropriates \$1,000.00 to The Chattanooga Girls Leadership Academy Inc. from General Fund discretionary monies, as allotted to district four. It was noted that the funds assist with the golf tournament.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-6

Commissioner Smedley spoke regarding this item, which appropriates \$1,000.00 to East Tennessee Symphony Orchestra from General Fund discretionary monies, as allotted to district seven. It was noted that the funds will assist with the Fourth of July celebration.

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There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-7

Commissioner Beck spoke regarding this item, which appropriates \$2,500.00 to the National Coalition of 100 Black Women Chattanooga Chapter, Inc. from General Fund discretionary monies, as allotted to district five. It was noted the funds will assist with mentoring programs.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-8

Commissioner Beck spoke regarding this item, which appropriates \$2,500.00 to Lakeside Youth Association from General Fund discretionary monies, as allotted to district five. It was noted the funds will assist with team support.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-9

Commissioner Beck spoke regarding this item, which appropriates \$3,000.00 to the Links Foundation, Inc. from General Fund discretionary monies, as allotted to district five. It was noted the funds will assist with program development.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-10

Sheriff Hammond spoke regarding this item, which approves an agreement between the Hamilton County Sheriff's Office and the Chattanooga- Hamilton County Hospital Authority d/b/a Erlanger Health System to provide medical services to inmates of the Hamilton County Jail. He reported that the Sheriff's Department has been struggling for four years to get a contract with Erlanger for medical services.

Mayor Coppinger noted that negotiations have been going on for over a year. Attorney Taylor confirmed that the agreement had been reviewed and each party has an exit clause. It was noted the agreement will begin on July 1, 2016 for a total of three years.

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In response to Commissioner Beck's question, Attorney Taylor said that all agreements and contracts involving the county are reviewed by his office.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-3

Chairman Bankston noted that this resolution was inadvertently skipped earlier. He stated that the resolution appoints Barbara Payne, Garrett Foster, Paul Pearce, and Shawn Johnson to the Hamilton County Community Corrections Advisory Board for a term ending June 30, 2018.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-11

Criminal Court Clerk Vince Dean spoke regarding this item, which accepts the proposals of Professional Recovery Consultants, Inc and Gila, LLC. d/b/a Municipal Services Bureau (MSB) to provide debt collection services of past due receivables for the office of the Hamilton County Criminal Court Clerk as well as other Hamilton County offices.

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There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-12

Chairman Bankston spoke regarding this item, which accepts the bids of Best Buy Education, Visions of Video, and OM Office Supply, Inc. for televisions, wall mounts, mobile TV carts, and promethean boards for Middle Valley, Nolan, and Wolftever Elementary schools amounting to \$150, 606.95 for the Department of Education.

Mayor Coppinger acknowledged that Justin Witt, Director of Maintenance and Operations for the Hamilton County Department of Education was present in the audience for questions. He also thanked Mr. Witt for all the hard work he has done during his first year as Director.

There were no questions from Commissioners and Chairman Bankston stated Mr. Witt did not have to attend next week's regular meeting.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 716-13

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Todd Leamon, Administrator of Public Works and County Engineer spoke regarding this item, which designates Hamilton County Parks and Recreation as the Holder of a Stream Conservation Easement upon property owned by the Industrial Development Board (IDB) of the City of Chattanooga within the Enterprise South Industrial Park (ESIP). He noted that this resolution is the final document that closes out the stream relocation at ESIP. The same process was done in 2009 (Resolution No. 709-8) for the Poe Branch Relocation project at ESIP.

There were no questions from Commissioners.

Commissioner Boyd, Chairman of the Finance Committee, announced that the Finance Committee would be meeting in the Commission room immediately following the Agenda Session. He noted that he would be absent for the meeting and Commissioner Smedley would be presiding.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
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Several Commissioners, the Mayor, and Attorney Taylor wished everyone a happy Independence Day.

Commissioners Haynes thanked Dr. Greg Martin, School Board District 3 member for attending today's meeting.

Commissioner Mackey acknowledged recent terrorists attacks and asked that the Safety Committee do a review and study relating to the safety and protection of Hamilton County citizens.

Commissioner Graham thanked his family for attending today's meeting.

Commissioner Fields announced that the Signal Mountain Lion Club will be hosting their annual Independence Day Barbeque at Althous Park and invited everyone to attend.

Commissioner Smedley asked everyone to pray for the families of the fallen soldiers that were affected by the July 16th terrorist attacks.

TRUSTEE'S EMPLOYEE HANDBOOK

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Attorney Taylor indicated he had reviewed and approved revisions to the Trustee's Employee Handbook as required by law and submitted a copy to the Clerk's office for the record.

Chairman Bankston invited everyone to attend an Independence Day celebration at Veterans Park in Collegedale, Sunday July 3, 4–10 pm.

DELEGATIONS

Chairman Bankston asked for delegations on matters other than zoning. There were none.

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, July 6th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
JUNE 29, 2016**

Date

W.J.K.
Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
JULY 6, 2016**

STATE OF TENNESSEE)	Regular Meeting
COUNTY OF HAMILTON)	July 6, 2016

BE IT REMEMBERED, that on this 6th day of July, 2016, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Bankston. Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2.

Chairman Bankston announced that Commissioner Beck and Commissioner Mackey would be absent for today's meeting.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

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Attached hereto is a copy of the Public Notice of this meeting, which was published in a local newspaper and made a matter of record of this meeting.

Chairman Bankston introduced County Attorney Rheubin Taylor, who gave the invocation. Commissioner Fields led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Fields, seconded by Commissioner Fairbanks, that the minutes of the Recessed Meeting of June 8, 2016, the Agenda Preparation Session of June 8, 2016, and the Regular Meeting of June 15, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

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TRUSTEE REPORTS

The Trustee's Monthly and Excess Fee reports for May 2016 were submitted and made a matter of record.

JUVENILE COURT CLERK'S REPORTS

The Juvenile Court Clerk's reports for March and April 2016 were submitted and made a matter of record.

**RESOLUTION NO. 716-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF
NOTARIES PREVIOUSLY ELECTED, THE OATH OF DEPUTY COUNTY CLERK,
AND THE OATHS OF DEPUTY SHERIFFS.**

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 716-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner

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Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

Chairman Bankston reported that Resolution Nos. 716-2 through 716-13 were heard by a Committee of the Whole.

RESOLUTION NO. 716-2 A RESOLUTION TO REAPPOINT ONE MEMBER TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD BEGINNING JULY 6, 2016 AND ENDING JULY 6, 2018.

This resolution reappoints Ken Foster.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 716-2. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, “Aye”, Commissioner Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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RESOLUTION NO. 716-3 A RESOLUTION AUTHORIZING THE APPOINTMENT OF REPRESENTATIVES TO THE HAMILTON COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD.

This resolution appoints Barbara Payne, Garrett Foster, Paul Pearce and Shawn Johnson.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 716-3. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 716-4 A RESOLUTION MAKING AN APPROPRIATION TO EAST TENNESSEE SYMPHONY ORCHESTRA IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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ON MOTION of Commissioner Smedley, seconded by Commissioner Fields, to adopt Resolution No. 716-4. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 0. Commissioner Graham announced he was present.

RESOLUTION NO. 716-5 A RESOLUTION MAKING AN APPROPRIATION TO THE CHATTANOOGA GIRLS LEADERSHIP ACADEMY, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

ON MOTION of Commissioner Fairbanks, seconded by Commissioner Smedley, to adopt Resolution No. 716-5. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 0. Commissioner Graham announced he was present.

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RESOLUTION NO. 716-6 A RESOLUTION MAKING AN APPROPRIATION TO EAST TENNESSEE SYMPHONY ORCHESTRA IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SEVEN.

ON MOTION of Commissioner Smedley, seconded by Commissioner Fairbanks, to adopt Resolution No. 716-6. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 0. Commissioner Graham announced he was present.

Chairman Bankston asked that Resolution No. 716-7 through 716-9 be considered together at this time.

RESOLUTION NO. 716-7 A RESOLUTION MAKING AN APPROPRIATION TO THE NATIONAL COALITION OF 100 BLACK WOMEN CHATTANOOGA CHAPTER, INC., IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)

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REGULAR MEETING
JULY 6, 2016**

FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

RESOLUTION NO. 716-8 A RESOLUTION MAKING AN APPROPRIATION TO LAKESIDE YOUTH ASSOCIATION IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

RESOLUTION NO. 716-9 A RESOLUTION MAKING AN APPROPRIATION TO THE LINKS FOUNDATION, INC., IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

ON MOTION of Commissioner Smedley, seconded by Commissioner Boyd, to adopt Resolution Nos. 716-7 through 716-9. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 0. Commissioner Graham announced he was present.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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**RESOLUTION NO. 716-10 A RESOLUTION TO APPROVE AN AGREEMENT
BETWEEN THE HAMILTON COUNTY SHERIFF'S OFFICE AND THE
CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY D/B/A ERLANGER
HEALTH SYSTEM TO PROVIDE MEDICAL SERVICES TO INMATES OF THE
HAMILTON COUNTY JAIL.**

ON MOTION of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 716-10. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 716-11 A RESOLUTION ACCEPTING THE PROPOSALS OF
PROFESSIONAL RECOVERY CONSULTANTS, INC. AND GILA LLC DBA
MUNICIPAL SERVICES BUREAU (MSB) TO PROVIDE DEBT COLLECTION
SERVICES OF PAST DUE RECEIVABLES FOR THE OFFICES OF THE HAMILTON
COUNTY CRIMINAL COURT CLERK AS WELL AS OTHER HAMILTON COUNTY**

**HAMILTON COUNTY COMMISSION
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**OFFICES AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 716-11. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 716-12 A RESOLUTION ACCEPTING THE BIDS OF BEST BUY
EDUCATION, VISIONS OF VIDEO, AND OM OFFICE SUPPLY INC. FOR
TELEVISIONS, WALL MOUNTS, MOBILE TV CARTS, AND PROMETHEAN
BOARDS FOR MIDDLE VALLEY, NOLAN, AND WOLFTEVER ELEMENTARY
SCHOOLS AMOUNTING TO \$150,606.95 FOR THE DEPARTMENT OF EDUCATION
AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**HAMILTON COUNTY COMMISSION
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ON MOTION of Commissioner Haynes, seconded by Commissioner Smedley, to adopt Resolution No. 716-12. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 716-13 A RESOLUTION AUTHORIZING THE HAMILTON COUNTY BOARD OF COMMISSIONERS ON BEHALF OF HAMILTON COUNTY TO DESIGNATE HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF A STREAM CONSERVATION EASEMENT UPON PROPERTY OWNED BY THE INDUSTRIAL DEVELOPMENT BOARD (IDB) OF THE CITY OF CHATTANOOGA WITHIN THE ENTERPRISE SOUTH INDUSTRIAL PARK.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 716-13. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes,

**HAMILTON COUNTY COMMISSION
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“Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

Chairman Bankston asked that Resolution Nos. 716-14 through 716-18 be considered together at this time.

RESOLUTION NO. 716-14 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF MAY 1, 2016, THROUGH MAY 31, 2016, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 716-15 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$123,000.00 TO PROVIDE FEDERALLY FACILITATED MARKETPLACE APPLICATION ASSISTANCE TO PREGNANT WOMEN FOR THE TIME PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017.

**HAMILTON COUNTY COMMISSION
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RESOLUTION NO. 716-16 A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ACCEPT AN AGREEMENT BEGINNING JULY 1, 2016 AND ENDING ON JUNE 30, 2017, BETWEEN HAMILTON COUNTY AND THE CITY OF CHATTANOOGA IN THE AMOUNT OF \$30,000.00 TO PROVIDE FINANCIAL ASSISTANCE TO FAMILIES AND INDIVIDUALS TO PREVENT THOSE FAMILIES AND INDIVIDUALS FROM BECOMING HOMELESS.

RESOLUTION NO. 716-17 A RESOLUTION ACCEPTING THE BID OF SEQUATCHIE CONCRETE SERVICE, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 7, 2016, THROUGH JULY 6, 2017, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR, FOR CONCRETE BLOCKS, MASONRY SAND AND MORTAR FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 716-18 A RESOLUTION ACCEPTING THE BID OF CARGILL INCORPORATED DEICING TECHNOLOGY BUSINESS FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING AUGUST 5, 2016 THROUGH AUGUST 4, 2017, FOR HIGHWAY BULK DE-ICING SALT FOR THE HIGHWAY DEPARTMENT AND

**HAMILTON COUNTY COMMISSION
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**AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY
TO IMPLEMENT THIS RESOLUTION.**

Commissioner Boyd, Chairman of the Finance Committee noted that in his absence, Commissioner Smedley presided over last week's Finance Committee and would provide details regarding Resolution Nos. 716-14 through 716-18. Commissioner Smedley stated the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Smedley, seconded by Commissioner Fields, to adopt Resolution Nos. 716-14 through 716-18. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Beck and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

**HAMILTON COUNTY COMMISSION
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Several Commission members and Mayor Coppinger gave their condolences to the family of Gary Haskew, a well-known local media personality, who died suddenly Monday, July 4th, 2016. Mayor Coppinger, Chairman Bankston and Commissioner Haynes expressed their close relationship to Mr. Haskew. Mayor Coppinger asked that Gary's family be kept in everyone's thoughts and prayers.

Commissioner Graham thanked everyone who participated in Lookout Valley's Independence Day celebration. He invited everyone to attend the annual Christmas in July Toy Run hosted by the Lookout Valley Lions Club this Saturday, July 9th at 9:30 am. He also wish Mayor Coppinger Happy National Fried Chicken day.

Commissioner Boyd noted that Champy's on Lee Highway is slated for a mid-July opening and encouraged everyone to visit. He also invited everyone to attend Bass Pro Shop's grand opening in East Ridge, July 14th.

Commissioner Fields invited everyone to attend the opening for Chitty Chitty Bang Bang, July 8th at the Signal Mountain Playhouse.

**HAMILTON COUNTY COMMISSION
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DELEGATIONS

Chairman Bankston asked for delegations on matters other than zoning. There were none.

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, April 13, 2016 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): July 11, 2016.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

This the 29th day of June, 2016.



Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 29th day of June, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 29th day of June, 2016.




Notary Public
My Commission Expires: 5/17/17



Hamilton County Board of Commissioners **RESOLUTION**

No. 716-19

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE BOND OF THE SUPERINTENDENT OF SCHOOLS, THE OATH OF DEPUTY SHERIFF, AND THE CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION.

WHEREAS, William F. (Bill) Knowles, Hamilton County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** have duly applied for the positions so sought; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** have given approved bonds for the office of Notary Public and have taken the oath of office; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **“BOND OF THE SUPERINTENDENT OF SCHOOLS”** has presented the bond of office; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **“OATH OF DEPUTY SHERIFF”** have taken the oath of office.

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION”** have signed the certificate of discharge.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY BOARD OF COMMISSIONERS:

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefore are approved as taken; and
3. That the person named on the listing labeled **“THE BOND OF THE SUPERINTENDENT OF SCHOOLS”** is accepted and the bond therefore is approved as taken; and
3. That the person named on the listing labeled **“OATH OF DEPUTY SHERIFF”** is accepted and the oath therefore is approved as taken; and
4. That the persons named on the listing labeled, **“CERTIFICATE OF DISCHARGE BY THE BOARD OF EQUALIZATION”** have signed the certificate of discharge; and
5. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER PASSAGE.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 20, 2016

NAME	RESIDENCE	BUSINESS
Barbara Allen	6315 Celtic Drive Chattanooga, TN 37416 423-344-0494	N/A N/A N/A N/A
Jodi Allen	3182 Peavine Road Rock Spring, GA 30739 423-355-1995	Patrick, Beard, et al 537 Market St., #202 Chattanooga, TN 37402 423-756-7117
Bambi D. Atzenhofer	7508 Passport Drive Ooltewah, TN 37363 423-605-5237	Village Volkswagen 6001 International Drive Chattanooga, TN 37421 423-855-4981
Christopher J. Aversa	333 West Midvale Ave. Chattanooga, TN 37405 716-499-5936	SunTrust Bank 9627 Dayton Pike Soddy Daisy, TN 37379 N/A
Delphine D. Battle	611 Woodvale Avenue Chattanooga, TN 37411 423-838-1864	Hamilton County Gov. 1250 Market St., Ste. 3044 Chattanooga, TN 37402 423-209-7851
Aleisha Belcher	6418 Hunter Road Harrison, TN 37341 423-762-5312	John R. Meldorf, III 4513 Hixson Pike, Ste. 109 Hixson, TN 37343 423-875-6775
Jared Bendt	728 Frawley Rd., Apt. 306 Chattanooga, TN 37412 423-321-9716	Self-Employed 728 Frawley Rd., Apt. 306 Chattanooga, TN 37412 423-321-9716
Tara E. Benson-Hall	56 Andrew Rd. Ringgold, GA 30736 423-596-7460	First Tennessee Bank 5401 Ringgold Road Chattanooga, TN 37412 423-954-2530
Patricia O. Bishop	132 Battleview Drive Ringgold, GA 30736 706-861-3790	Davis, Smith & Brown, Inc. 6025 Lee Hwy., Ste. 316 Chattanooga, TN 37421 423-756-5757
Tina Brassfield	7539 Woodland Bay Drive Harrison, TN 37341 423-344-2974	N/A N/A N/A N/A

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 20, 2016

NAME	RESIDENCE	BUSINESS
Terri J. Broadnax	2336 Marco Cir. Chattanooga, TN 37421 423-825-4844	TVFCU 715 Market St. Chattanooga, TN 37402 423-634-3700
Andrea Brown	900 Mountain Creek Rd., #B22 Chattanooga, TN 37405 706-508-5960	Knight and Hooper, PLLC 701 Market St., Ste. 700 Chattanooga, TN 37402 423-267-1158
Susan L. Brown	P.O. Box 403 Collegedale, TN 37315 423-280-9233	Southern Adventist University P.O. Box 370 Collegedale, TN 37315 423-236-2033
Ashley Brooke Cahill	9425 Berkshire Circle Chattanooga, TN 37421 423-802-5932	Chattanooga Vet Network 3812 Tennessee Ave. Chattanooga, TN 37421 N/A
Carolyn Catchings	9725 Pearson Road Harrison, TN 37341 423-240-0415	Hamilton County Sheriff's Office 600 Market Street Chattanooga, TN 37402 423-209-7031
Alan L. Cates	4 Rock Crest Lane Signal Mtn., TN 37377 423-886-3066	Husch Blackwell, LLP 736 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-757-5937
Michael E. Catlett	194 Driftwood Drive Chickamauga, GA 30707 706-375-5531	Masonry Specialist Corp. 1417 Choate Road Chattanooga, TN 37412 423-622-2745
Clifton George Caudle	1218 Fleetwood Drive Lookout Mtn., GA 30750 423-309-0312	Self-Employed 300 Forest Avenue Chattanooga, TN 37405 423-267-5500
Lisa Clayton	1100 Copperwood Drive Hixson, TN 37343 423-304-8748	First Tennessee Bank 5401 Ringgold Road Chattanooga, TN 37412 423-954-2530
Cathy A. Coffman	718 Lullwater Road Chattanooga, TN 37405 423-344-1077	N/A N/A N/A N/A

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JULY 20, 2016

NAME	RESIDENCE	BUSINESS
Tamatha N. Cole	398 Guyler St. Ringgold, GA 30736 423-667-3035	Gearhiser, Peters, Elliott & Cannon 320 McCallie Ave. Chattanooga, TN 37402 423-756-5171
William G. Colvin	204 Rock City Trail Lookout Mtn., GA 30750 423-314-7866	William G. Colvin, PLLC 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Maria Consiglio	2018 Jacquelin Drive Soddy Daisy, TN 37379 423-838-8072	Car-Mart of Hixson 4517 Hixson Pike Hixson, TN 37343 423-954-0147
Cindy A. Cox	3833 W Road Signal Mtn., TN 37377 423-886-2855	N/A N/A N/A N/A
Douglas P. Cunningham	2591 Robin Glen Drive Chattanooga, TN 37421 423-280-1183	Baptist International Missions, Inc. 8614 Harrison Bay Road Harrison, TN 37341 423-344-5050
Sabrina Currey	6503 McCall Road East Ridge, TN 37412 423-503-2512	William G. Colvin, PLLC 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Benjamin Denney	5812 Fort Sumter Drive Harrison, TN 37341 423-486-3646	BB&T 6501 Ringgold Road East Ridge, TN 37412 423-894-0440
Alnoor Dhanani	1263 Enclave Road Chattanooga, TN 37415 423-314-6565	The Double Cola Company 537 Market St., Ste. 100 Chattanooga, TN 37402 423-267-5691
Amy Dickinson	226 Haven Dr. SW, Apt. 2 McDonald, TN 37353 423-506-0068	Southern Spear Construction 2008 S. Holly St. Chattanooga, TN 37404 423-506-0068
Jennifer Doherty	1785 Sugar Maple Lane Soddy Daisy, TN 37379 423-987-6654	Grant, Konvalinka & Harrison, P.C. 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-8400

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 20, 2016**

NAME	RESIDENCE	BUSINESS
Paul F. Doherty	8679 Gentle Mist Circle Ooltewah, TN 37363 423-238-0040	UPS Store of Ooltewah 5958 Snow Hill Rd. Ste. 144 Ooltewah, TN 37363 423-910-0123
Susan Dowling	1904 Chamberlain Avenue Chattanooga, TN 37404 865-300-2302	Bass Pro Shops - Tracker Boat Ctr. 638 Camp Jordan Pkwy. East Ridge, TN 37412 423-894-0400
Karen M. Dunegan	3408 Leggett Road Sale Creek, TN 37373 423-332-5617	Eureka Foundry P.O. Box 6039 Chattanooga, TN 37401 423-267-3328
Sonya L. Ellis	359 N. Three Notch Road Ringgold, GA 30736 N/A	The Terrace at Mountain Creek 1005 Mountain Creek Rd. Chattanooga, TN 37405 423-874-0200
Lisa M. Emery	1920 Igou Crossing Drive Chattanooga, TN 37421 423-779-4308	Self-Employed Same Same Same
Valerie W. Epstein	1706 Carroll Lane Chattanooga, TN 37405 N/A	Epstein Law Firm 720 Cherry Street Chattanooga, TN 37402 423-265-5100
Ali Eubanks	148 Sipes St. NW Cleveland, TN 37311 606-261-1062	Redemption School of Ministry 1907 Bailey Ave. Chattanooga, TN 37404 888-776-0321
Paige Ivey Evatt	7943 Hamilton Mill Dr. Chattanooga, TN 37421 423-645-8678	Legal Aid Society of East Tennessee 535 Chestnut St., Ste. 360 Chattanooga, TN 37402 423-756-4013
Kay Everett	3606 Glen Oaks Drive East Ridge, TN 37412 423-867-5236	Moccasin Bend Mental Health Institute 100 Moccasin Bend Rd. Chattanooga, TN 37405 423-785-3304
Nicole Flowers	8450 Denison Lane Ooltewah, TN 37363 423-394-6074	First Tennessee Bank 2221 Hamilton Pl. Blvd. Chattanooga, TN 37421 423-954-2548

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 20, 2016

NAME	RESIDENCE	BUSINESS
Mary Ellen Folkner	5060 Jackson Road Apison, TN 37302 423-596-1446	Western Federal Credit Union 9525 Apison Pike Collegedale, TN 37315 877-254-9308
Michael J. Giambrone, III	6076 Oilskin Drive Ooltewah, TN 37363 423-290-9029	First Tennessee Bank 4430 Hwy. 58 Chattanooga, TN 37416 423-954-2550
V. L. Guthrie	3902 Kings Road Chattanooga, TN 37416 502-777-8096	Edward Jones 5819 Winding Lane Hixson, TN 37343 423-870-7894
Melanie Lynn Hadaway	99 North Ridge Drive Lafayette, GA 30728 706-638-3743	Marriott 2 Carter Plaza Chattanooga, TN 37402 423-756-0002
Ericia L. Hambrick	2009 Museum Street Chattanooga, TN 37406 423-316-9886	First Tennessee 7820 E. Brainerd Road Chattanooga, TN 37421 423-954-2510
Stephanie Harris	130 Key West Ave. Rossville, GA 30741 423-598-2370	Covenant Allergy & Asthma Care 1350 Mackey Branch Dr., Ste. 114 Chattanooga, TN 37421 423-468-3267
Amanda L. Hatfield	1092 Choctaw Trail Chattanooga, TN 37405 423-315-2667	Regional Obstetrical Consultants 902 McCallie Avenue Chattanooga, TN 37403 423-826-8088
Charles Higgins	1073 Cody Ln. Soddy Daisy, TN 37379 423-451-7309	Self-Employed 9548 Dayton Pike Soddy Daisy, TN 37379 423-332-7295
Vicki L. Higgins	109 Mtn. Road Soddy Daisy, TN 37379 423-413-2921	SunTrust Bank 9627 Dayton Pike Soddy Daisy, TN 37379 423-243-9919
William M. Hillner, PhD.	8211 Carriage Crossing Chattanooga, TN 37421 423-855-1657	Self-Employed 7302 Jarnigan Road Chattanooga, TN 37421 423-855-4091

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 20, 2016**

NAME	RESIDENCE	BUSINESS
Kena Hodge	647 Gross Rd. Soddy Daisy, TN 37379 423-332-8231	Manning Insurance Group P.O. Box 1021 Hixson, TN 37343 423-870-9370
Trena A. Holladay	97 Clear Creek Rd. Flintstone, GA 30725 423-309-6701	Changed Lives P.O. Box 100 Chattanooga, TN 37421 423-875-0911
Emily Hudson	6907 Barter Dr. Harrison, TN 37341 423-304-9732	TVFCU 715 Market St. Chattanooga, TN 37402 423-634-3700
Kelly K. Huey	3901 Megan Ct. Chattanooga, TN 37450 317-498-4758	Polsinelli 605 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-321-7908
R. Bryan Humphreys	3818 Granada Dr. Chattanooga, TN 37411 901-848-6428	Austin Hatcher Foundation 6739 Ringgold Rd., Ste. G. Chattanooga, TN 37412 423-243-3475
Jessica M. Hunt	209 Hillcrest Ave. Chattanooga, TN 37411 423-316-0256	Viatek Consumer Products Group 6011 Century Oaks Drive Chattanooga, TN 37416 423-402-9010
Kim Irvin	28 Mary Lane Rossville, GA 30741 706-866-6061	Malone Heat & Air, Inc. 2021 Watauga Street Chattanooga, TN 37404 423-624-6647
Kimberly Johnson	14 Charles Drive Chattanooga, TN 37421 423-488-4460	First Choice Services 4135 Cromwell Road Chattanooga, TN 37421 423-893-9035
Lois Killebrew	2816 Kell Road Signal Mountain, TN 37377 423-309-1671	Mountain City Realtors 103 Palisades Drive Signal Mountain, TN 37377 423-886-1300
Marsha Landro	305 Nyle Drive Chattanooga, TN 37411 423-718-7387	Consultants in Pain Management 2000 Stein Drive Chattanooga, TN 37421 423-648-8480

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 20, 2016**

NAME	RESIDENCE	BUSINESS
Ashley Lanham	8054 Griffith Hwy. Whitwell, TN 37397 423-421-4385	TVFCU 715 Market St. Chattanooga, TN 37402 423-634-3600
Darla Elaine Ledford	426 Glenhill Circle Chattanooga, TN 37415 423-463-4871	N/A N/A N/A N/A
Kim L. Loewenstein	545 McCoplin Circle Whitwell, TN 37397 423-667-5453	Mountain Management Memorial Hosp. 725 Glenwood Drive Chattanooga, TN 37404 423-362-7990
Natasha Long	5374 Matthews Drive East Ridge, TN 37412 423-315-8473	Hamilton County WWTa 1250 Market St., Ste. 3050 Chattanooga, TN 37402 423-209-7842
Rachel A. Lowe	10123 Birchwood Pike Harrison, TN 37341 423-762-2835	Bobcat of Chattanooga 4288 Bonny Oaks Drive Chattanooga, TN 37406 423-698-4679
Sherry N. Marshall	6403 Grubb Road Hixson, TN 37343 423-875-6190	Trust Federal Credit Union 7386 Applegate Lane Chattanooga, TN 37421 N/A
Laura B. Mason	210 Frawley Road Chattanooga, TN 37412 423-893-5352	Chatt. Family Practice Associates, PC 961 Spring Creek Road Chattanooga, TN 37412 423-892-2221
John R. Meldorf, III	8940 Big Bend Road Signal Mtn., TN 37377 423-886-5509	Self-Employed 4513 Hixson Pike, Ste. 109 Hixson, TN 37343 423-875-6775
Katy Moore	10442 Sims Harris Rd. Ooltewah, TN 37363 423-326-1560	Management Services Network, LLC 4300 N. Access Rd., Ste. D Chattanooga, TN 37415 423-826-1277
Nancy S. Moore	1007 Southbridge Lane Chattanooga, TN 37405 423-667-4210	State Farm Insurance 6016 Shallowford Rd., Ste. 1100 Chattanooga, TN 37421 423-622-1534

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
JULY 20, 2016

NAME	RESIDENCE	BUSINESS
Donna D. Morgan	8807 Shady Wood Lane Hixson, TN 37343 423-843-1510	City of Soddy Daisy 9835 Dayton Pike Soddy Daisy, TN 37379 423-332-5323
Marilyn B. Morrison	8248 Towncreek Circle Ooltewah, TN 37363 423-718-0413	Concord Baptist Church 7025 E. Brainerd Rd. Chattanooga, TN 37421 423-892-9313
Derek M. Nelson	3396 Whitney Street Lupton City, TN 37351 561-312-6462	Epstein Law Firm 720 Cherry Street Chattanooga, TN 37402 423-265-5100
Jean A. Neveling	3210 Beech Street Chattanooga, TN 37419 423-215-2082	Campbell & Campbell 735 Broad Street Chattanooga, TN 37402 423-266-1108
Kimberly L. Norris	3308 B Redding Road Chattanooga, TN 37415 770-815-4362	City of Chattanooga 1001 Broad Street Chattanooga, TN 37402 423-643-7700
Amy Opatich	322 James Blvd. Signal Mtn., TN 37377 423-400-7367	First Tennessee Bank 1307 Taft Hwy. Signal Mtn., TN 37377 423-209-2670
John R. O'Rourke	6148 Blue Ash Drive Ooltewah, TN 37363 423-619-3178	Buffalo Valley 5900 Shaw Avenue Chattanooga, TN 37421 423-619-3178
Emma J. Paris	6614 Julie Lane Chattanooga, TN 37421 N/A	N/A N/A N/A N/A
Valerie E. Paris	2612 13th Avenue Chattanooga, TN 37407 423-622-9682	Chattanooga Area Schools F.C.U. 1201 Bailey Avenue Chattanooga, TN 37404 423-624-9094
Cynthia Peal	61 Castlerock Lane Chickamauga, GA 30707 423-991-4574	Polsinelli 605 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-321-7920

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 20, 2016**

NAME	RESIDENCE	BUSINESS
Ashley Purcell	2225 Lyons Lane Soddy Daisy, TN 37379 423-598-6514	SunTrust Bank 3513 Dayton Blvd. Chattanooga, TN 37415 423-508-0520
Jacob W. Rainey	309 Longwood St. Chickamauga, GA 30707 423-598-9356	TVFCU 715 Market St. Chattanooga, TN 37402 423-634-3600
Becky L. Ratledge	640 Wilshire Way Chattanooga, TN 37405 423-332-3011	Grace Church of the Nazarene 6310 Dayton Blvd. Hixson, TN 37343 423-842-5919
Kim Reason	3420 Alta Vista Drive Chattanooga, TN 37411 423-505-2460	SunTrust Bank 736 Market Street Chattanooga, TN 37402 423-757-3119
Fran Richards	6045 Hunter Valley Road Chattanooga, TN 37363 423-503-1343	Cohutta Bank, Div. of Synovus Bank 800 Market St., Ste. 100 Chattanooga, TN 37402 423-648-4376
Mary L. Robinson	2108 Sharp Street Chattanooga, TN 37404 423-316-0266	Moccasin Bend Mental Health Institute 100 Moccasin Bend Road Chattanooga, TN 37405 423-785-3301
Nancy R. Rose	781 Lake Forest Drive Birchwood, TN 37308 423-315-6067	Glenveigh Medical, LLC 871 McCallie Avenue Chattanooga, TN 37403 423-243-3460
Tonya Sadler	8605 Tradewind Cir., Apt. 304 Ooltewah, TN 37363 423-488-0689	City of Collegedale 4910 Swinyar Drive Collegedale, TN 37315 423-396-3135
Kim Sarver	189 Holmes Trail Trenton, GA 30752 423-933-8034	Regions Bank 3401 Dayton Blvd. Chattanooga, TN 37415 423-321-6559
Virginia B. Scealf	417 Pace Road Chickamauga, GA 30707 706-931-2270	TAWC Federal Credit Union 4827 Hwy. 58 N., Ste. 103 Chattanooga, TN 37416 N/A

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 20, 2016**

NAME	RESIDENCE	BUSINESS
Samantha Smith	134 Tinkerbell Cir. Flintstone, GA 30725 404-403-0127	Covenant Allergy & Asthma Care 1350 Mackey Branch Dr. Chattanooga, TN 37421 423-468-3267
Donna S. Spurlock	593 Candies Creek Rd. SW McDonald, TN 37353 423-667-3005	Husch Blackwell, LLP 736 Georgia Ave., Ste. 300 Chattanooga, TN 37402 423-757-5938
Stacey Steadman	10122 Hunters Hollow Dr. Soddy Daisy, TN 37379 423-326-4760	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600
Lisa K. Steele	604 O'Grady Drive Chattanooga, TN 37419 N/A	Beacon Health Alliance, P.C. 725 Glenwood Dr., Ste. 480 Chattanooga, TN 37404 N/A
Dianne Sterchi	1006 Mayflower Road Sale Creek, TN 37373 423-531-6587	Neff Rentals 309 Corporate Place Chattanooga, TN 37419 423-414-3867
Howard J. Stinson	1712 Bennett Ave. Chattanooga, TN 37404 423-834-6752	Covenant Transport 400 Birmingham Hwy. Chattanooga, TN 37419 N/A
Tracey L. Stork	549 Childers Lane Ringgold, GA 30736 423-883-7321	Lisa Z. Bowman, Attorney 23 Patten Pkwy. Chattanooga, TN 37402 423-265-3779
ShaDarria Strickland	1216 Poplar St., Apt. B Chattanooga, TN 37402 423-710-7449	Cash Express, LLC 3216 Dayton Blvd. Chattanooga, TN 37415 423-876-8664
Brook F. Summa	5248 Kellogg Creek Trl., Apt. 202 Ooltewah, TN 37363 315-534-5125	Smart Bank 8966 Old Lee Hwy. Ooltewah, TN 37363 423-385-3024
Jennifer Taylor	9320 Wyndover Drive Ooltewah, TN 37363 423-838-8273	Miller & Martin, PLLC 832 Georgia Ave., Ste. 1200 Chattanooga, TN 37402 423-756-6600

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JULY 20, 2016**

NAME	RESIDENCE	BUSINESS
Susan Thompson	128 Park Street Chickamauga, GA 30707 706-375-1975	Masonry Specialist Corporation 1417 Choate Road Chattanooga, TN 37412 423-622-2745
S. Elizabeth Thornburgh	8586 Seven Lakes Drive Ooltewah, TN 37363 601-342-9883	Chattanooga Autism Center 1400 McCallie Ave., Ste. 100 Chattanooga, TN 37404 423-531-6961
Herbert A. Thornbury	4 Cherokee Blvd., Unit 401 Chattanooga, TN 37406 423-756-8400	Self-Employed 633 Chestnut St., Ste. 900 Chattanooga, TN 37450 423-756-2221
Maxine Turner	1031 Red Robin Lane Chattanooga, TN 37421 423-894-2177	Children's Advocacy Center 419 N. Market St. Chattanooga, TN 37405 423-266-6918
Zophia Waldrop	7710 E. Brainerd Rd., Apt. 501 Chattanooga, TN 37421 423-637-7710	TVFCU 715 Market St. Chattanooga, TN 37402 423-634-3700
Joy Fuller Welch	158 Willow Creek Drive Soddy Daisy, TN 37379 423-667-0722	Davis, Smith & Brown, Inc. 6025 Lee Hwy., Ste. 316 Chattanooga, TN 37421 423-756-5757
Charmaine West	3413 Beechwood Lane East Ridge, TN 37412 423-356-1121	Matthew Fitzharris 717 Georgia Ave. Chattanooga, TN 37402 423-468-4406
Aleesha Williams	676 Prater Road Rossville, GA 30741 423-394-2819	The Wolford Firm 1700 McCallie Avenue Chattanooga, TN 37404 423-622-6461
Madeleine S. Young	3005 Greenwich Ave. Chattanooga, TN 37415 423-508-4893	Modern Cable Technology, Inc. P.O. Box 9879 Chattanooga, TN 37412 423-894-9368

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 20, 2016**

The following Notaries Public elect of Hamilton County appeared in the County Clerk's Office to receive their Commissions duly signed by the Governor of the State of Tennessee and countersigned by Honorable Tre Hargett, Secretary of State, bearing the date shown. They gave approved bonds of ten thousand dollars and qualified as by law required.

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Kelly S. Ferguson	May 25, 2016	June 16, 2016
Heather D. Capps	May 25, 2016	June 16, 2016
R. E. Adcox	June 8, 2016	June 16, 2016
James R. Hatcher, III	June 8, 2016	June 16, 2016
Michael A. Wagner	May 25, 2016	June 17, 2016
Ben Fugatt	May 25, 2016	June 17, 2016
Angela D. Griffith	April 18, 2016	June 17, 2016
Terri L. Sliger	May 25, 2016	June 17, 2016
Tiffany E. Chandler	May 25, 2016	June 17, 2016
Perry Hillis	June 8, 2016	June 20, 2016
Mark C. Gratton	June 8, 2016	June 20, 2016
Ramona Groves	June 8, 2016	June 20, 2016
Hal D. Morris	May 25, 2016	June 20, 2016
Pam Calbaugh	May 25, 2016	June 20, 2016
Kristen Miller	June 8, 2016	June 20, 2016
Linda Clayton	June 8, 2016	June 20, 2016
Edith K. Godwin	June 8, 2016	June 20, 2016
Phillip Powell	April 28, 2016	June 21, 2016
Floyd L. Davis, Jr.	June 8, 2016	June 21, 2016
Erika Atlas	March 8, 2016	June 21, 2016
George M. Clark III	May 25, 2016	June 21, 2016
Michelle Gaddis	May 25, 2016	June 21, 2016
James Tollett	May 25, 2016	June 21, 2016
E. Dianne Janow	May 10, 2016	June 21, 2016
April M Hickman	June 8, 2016	June 21, 2016
Will Tutton	June 8, 2016	June 21, 2016
C Lee Tallant	May 10, 2016	June 21, 2016
Barbara Brickman	June 8, 2016	June 21, 2016
Renee Lautigar	June 8, 2016	June 21, 2016
Preston M. Colling	May 25, 2016	June 21, 2016
Mitchell L. Meeks	June 8, 2016	June 22, 2016
Nathan P. Stewart	December 8, 2015	June 22, 2016
Nataliya Ryabchuk	June 8, 2016	June 22, 2016
Paula M. Holder	June 8, 2016	June 22, 2016
Jodi L. Little	May 25, 2016	June 22, 2016
Mindy Marr	April 28, 2016	June 23, 2016
Samuel Kret	May 25, 2016	June 23, 2016
Brittany M. Commons	June 8, 2016	June 23, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 20, 2016**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Brooklyn Duggan	June 8, 2016	June 23, 2016
Vernetta F. Greene	May 25, 2016	June 23, 2016
Sheila M. Brooks	May 25, 2016	June 23, 2016
Marie E. Bullock	May 10, 2016	June 23, 2016
Denise C. Frady	June 8, 2016	June 23, 2016
Dana C. Bellamy	May 25, 2016	June 24, 2016
Patrick Holmes	May 25, 2016	June 24, 2016
Samantha Lauren Skidmore	May 25, 2016	June 24, 2016
Teresa Bledsoe	May 25, 2016	June 24, 2016
Sarah K. McEntire	April 18, 2016	June 24, 2016
Barbara Fleming	March 21, 2016	June 24, 2016
Audeline Phillips	April 28, 2016	June 24, 2016
Ron D. Powers	May 25, 2016	June 24, 2016
Theresa Ives	May 25, 2016	June 24, 2016
Sherrell Jordan	May 25, 2016	June 24, 2016
Sarah E. Ruiz	June 8, 2016	June 27, 2016
Anthony J. Nix	April 18, 2016	June 27, 2016
Barbara A. Brown	April 18, 2016	June 27, 2016
Jill A. Flaughner	June 8, 2016	June 27, 2016
Elizabeth Stockman	May 25, 2016	June 27, 2016
Heather Saunders	June 22, 2016	June 27, 2016
Jeremy L. Richards	June 8, 2016	June 28, 2016
Frances A. Newton	May 25, 2016	June 28, 2016
Lois Tindell	May 10, 2016	June 28, 2016
Dani L. Gregersen	May 25, 2016	June 28, 2016
Erica Martin	May 25, 2016	June 28, 2016
Sequan Born Spigner	June 14, 2016	June 28, 2016
Stephen A. Carlson	October 9, 2015	June 28, 2016
Nathan Iles	June 8, 2016	June 28, 2016
Mark W. Litchford	June 8, 2016	June 29, 2016
Lauwana Myers	June 8, 2016	June 29, 2016
Tammie R. Webb	June 8, 2016	June 29, 2016
Belinda B. Duncan	June 8, 2016	June 29, 2016
Daphne Mollett	June 8, 2016	June 29, 2016
David W. Hunter	May 25, 2016	June 29, 2016
Patricia L. Dortch	April 18, 2016	June 29, 2016
Pamela D. Sprouse	April 18, 2016	June 29, 2016
Tina M. Johnson	June 8, 2016	June 30, 2016
Suzanne H. Keeton	June 8, 2016	June 30, 2016
Catherine M. Fleissner	February 1, 2016	June 30, 2016
Patrick Johnson	April 28, 2016	June 30, 2016
Pamela Renee Hendricks	April 28, 2016	June 30, 2016
Theresa A. Knight	June 8, 2016	June 30, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
JULY 20, 2016**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Susan A. Crocker	June 22, 2016	June 30, 2016
Cynthia D. Durham	May 25, 2016	June 30, 2016
F. Scott Leroy	June 22, 2016	July 1, 2016
Jose L. Jesus	February 9, 2016	July 1, 2016
Felicia S. Ramsey	March 21, 2016	July 1, 2016
Melanie R. Dixon Chubb	May 25, 2016	July 1, 2016
Natalia Simkacheva	May 10, 2016	July 5, 2016
Michael Wiseman	June 22, 2016	July 5, 2016
Derek M. Smith	May 10, 2016	July 5, 2016
Lisa Fields	June 22, 2016	July 5, 2016
Michael Kyle Holden	June 22, 2016	July 5, 2016
Keri Crowden	June 22, 2016	July 6, 2016
Marsha Orr	June 22, 2016	July 6, 2016
Christie M. Jackson	June 22, 2016	July 6, 2016
Connor Gladden	June 22, 2016	July 6, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
BOND OF THE SUPERINTENDENT OF SCHOOLS
JULY 20, 2016**

The individual presented the bond of office as prescribed by law.

Name

Date

Kirk Kelly

May 24, 2016

MB _____
PAGE _____

SURETY'S BOND NO. 71789357

STATE OF TENNESSEE
COUNTY OF Hamilton
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Superintendent

KNOW ALL MEN BY THESE PRESENTS:

That Kirk Kelly
 of Chattanooga (City or Town), County of Hamilton
 Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of
One Hundred Thousand and 00/100 Dollars (\$100,000.00)
 lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
 successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected X appointed to the office of Superintendent
 of and for Hamilton County for the 1 year term beginning on the 21st day of
April, 2016 and ending on the 21st day of April, 2017.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Kirk Kelly, Principal, shall:

1. Faithfully perform the duties of the office of Superintendent of Hamilton County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 24th day of May, 2016.

WITNESS — ATTEST

PRINCIPAL:

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

SURETY:

WESTERN SURETY COMPANY

by:

Paul T. Bruflat, Vice President

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

RCVD JUN2 '16 PM2:21

STATE OF TENNESSEE

COUNTY OF Hamilton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Kirk Kelly,
 to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
 Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
 deed.

WITNESS my hand and seal this 16th day of June, 2016.

My Commission Expires:

July 9, 2019

My Commission Expires July 9, 2019

Notary Public

(over)



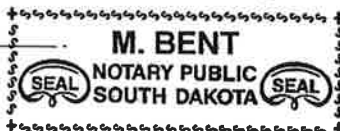
ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESS my hand and seal this 24th day of May 2016

My Commission Expires: March 2, 2020



M. Bent
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor
of _____ County, on this _____ day of _____,
Signed: _____

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____
day of _____, _____, and entered upon the minutes thereof.

Signed: _____

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____

Judge of the _____ Court of and for said County on
this _____ day of _____, _____.

SECTION III. (Applicable to all County Officials' Bonds) FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____,

Signed: _____

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

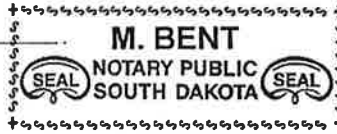
WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
605-336-0850

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESS my hand and seal this 24th day of May 2016.
My Commission Expires: March 2, 2020



M. Bent
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor
of _____ County, on this _____ day of _____,

Signed: _____

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County,
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____
day of _____, and entered upon the minutes thereof.

Signed: _____

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____

Judge of the _____ Court of and for said County on
this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds) FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____,

Signed: _____

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
605-336-0850

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SUPERINTENDENT HAMILTON COUNTY SCHOOL

bond with bond number 71789357

RCVD JUN2 '16 PM2:21

for KIRK KELLY
as Principal in the penalty amount not to exceed: \$100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 24th day of May,
2016.

ATTEST

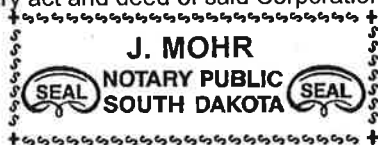
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 24th day of May, 2016, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



NOTICE OF PREMIUM DUE

RECEIVED

JUN 01 2016

Superintendent's Office

KIRK KELLY
3074 HICKORY VALLEY RD.
CHATTANOOGA, TN 37421

CNA SURETY

Phone: 1-888-866-2666

Fax: 1-605-335-0357

Email: uwservices@cnasurety.com

Company#: 0601

Bond/Policy#: 71789357

Billing Date: 05/24/2016

Due Date: 04/21/2016

Premium: \$350.00

Amount Due: \$350.00

Company#: 0601
Bond/Policy#: 71789357
Effective Date: 04/21/2016 Anniversary Date: 04/21/2017
Bond amount: \$100,000.00
Name: KIRK KELLY
Description: TN SUPERINTENDENT HAMILTON COUNTY SCHOOL

RCVD JUN2 '16 PM2:20

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: 888-743-2217
Agency Code: 32-16424

B B & T INS. SERVICES, INC.
P. O. BOX 31128
RALEIGH, NC 27622

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Please detach and return the coupon below with your payment. Please send payment to the address below.
For overnight payments please call 1-888-866-2666.

CNA Surety

Company#: 0601
Bond/Policy#: 71789357 Effective Date: 04/21/2016
Name: KIRK KELLY
Description: TN SUPERINTENDENT HAMILTON COUNTY SCHOOL
Written By: WESTERN SURETY COMPANY
Agency Code: 32-16424 B B & T INS. SERVICES, INC.

Amount Due: \$350.00**Make Check Payable To CNA Surety**

☐ Check here if changes needed
and explain below.

CNA Surety Direct Bill
P.O. Box 957312
St Louis, MO 63195-7312

SF SE KJE



PO Box 5077 Sioux Falls SD 57117-5077

May 24, 2016

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

KIRK KELLY
3074 Hickory Valley Rd.
Chattanooga, TN 37421

File # 71789357
KIRK KELLY

\$100,000.00

Company Code: 0601

Written By: WESTERN SURETY COMPANY
SUPERINTENDENT HAMILTON COUNTY SCHOOL

Enclosed is your bond. To continue your bond coverage and keep it in force, you must file this document with the county of Hamilton.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure

RCVD JUN2 '16 PM2:21

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATHS OF DEPUTY SHERIFFS
JULY 20, 2016**

The individual listed below has been duly appointed Deputy Sheriff for Hamilton County, Tennessee by Sheriff James W. Hammond, III. The person was qualified as prescribed by law and was administered the oath of office on the date indicated below:

<u>NAME</u>	<u>DATE OF OATH</u>
Dale Allen Lockhart	June 28, 2016

STATE OF TENNESSEE }
Hamilton County } ss.

I, **Dale Allen Lockhart** , do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this

28 day of June, 2016.

W F Knowles

By N Know


Dale Allen Lockhart

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
CERTIFICATE OF DISCHARGE BY
THE BOARD OF EQUALIZATION
JULY 20, 2016**

The individuals listed below signed the certificate of discharge oath as prescribed by law on the date indicated.

<u>NAME</u>	<u>DATE OF OATH</u>
Lora Dawson	June 30, 2016
Grady Rhoden	June 30, 2016
Leroy F. Grant	June 30, 2016
Jesse Kukier	June 30, 2016
Thomas N. Tomisek	June 30, 2016

CERTIFICATE OF DISCHARGE


"We, the undersigned members of the board of equalization of Hamilton County, do hereby certify that we have examined the assessments and classifications of taxable property within the county; we have heard and considered all appeals of such taxpayers as have duly made complaint to the county board of equalization; we have made only such changes in assessments and classifications as in our judgment are proper, just and equitable and are prescribed by law; and we have faithfully discharged all our duties without fear, favor, or affection to the best of our knowledge and ability in accordance with the laws of the state of Tennessee."

"Witness our hand this 30 day of June, 2016."


Member


Member


Member


Member


Member

Member

Member

Member

Member



Hamilton County Board of Commissioners

RESOLUTION

No. 716-20

A RESOLUTION MAKING AN APPROPRIATION TO THE TOWN OF SIGNAL MOUNTAIN IN THE AMOUNT OF THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00) FROM UNUSED GENERAL FUND TRAVEL/EXPENSE DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO.

WHEREAS, the Signal Mountain Playhouse Amphitheater in the Town of Signal Mountain is in need of maintenance; and

WHEREAS, Commissioner Jim Fields has unused travel/expense discretionary funds remaining in Fiscal Year 2016; and

WHEREAS, the Commissioner has expressed his desire to use three thousand eight hundred dollars (\$3,800.00) from those unused funds to assist with said maintenance; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the expenditure of three thousand eight hundred dollars (\$3,800.00), from unused General Fund travel/expense discretionary monies, be approved to assist the Town of Signal Mountain with maintenance to the Signal Mountain Playhouse Amphitheater.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 716-21

A RESOLUTION MAKING AN APPROPRIATION TO THE HONORING THE SACRIFICE FOUNDATION IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Chester Bankston has expressed a desire to allocate One Thousand Dollars (\$1,000.00) from General Fund discretionary monies to The Honoring The Sacrifice Foundation to assist with their annual banquet; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That One Thousand Dollars (\$1,000.00) from General Fund discretionary monies be appropriated to The Honoring the Sacrifice Foundation to assist with their annual banquet.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.
3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

☐

Rejected:

☐

County Clerk

Approved:

☐

Vetoed:

☐

County Mayor

July 20, 2016

Date

EXTENDED TO AUGUST 17, 2015

Short Form

OMB No. 1545-1150

Form **990-EZ**

Return of Organization Exempt From Income Tax

2014

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990-EZ and its instructions is at www.irs.gov/form990.Open to Public
InspectionDepartment of the Treasury
Internal Revenue Service

A For the 2014 calendar year, or tax year beginning and ending	
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization THE HONORING THE SACRIFICE FOUNDATION D Employer identification number 46-3956580 E Telephone number 423-593-0182 F Group Exemption Number G Accounting Method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual Other (specify) _____ H Check <input type="checkbox"/> if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF). I Website: HONORINGTHESACRIFICE.COM J Tax-exempt status (check only one) — <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527 K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other _____ L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 115,792.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	40,885.
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less: cost or other basis and sales expenses	5b	
	5c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b	Gross income from fundraising events (not including \$ 15,800. of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	74,907.	
c	Less: direct expenses from gaming and fundraising events	6c	33,899.	
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	41,008.	
7a	Gross sales of inventory, less returns and allowances	7a		
b	Less: cost of goods sold	7b		
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8	Other revenue (describe in Schedule O)	8		
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	81,893.	
Expenses	10	Grants and similar amounts paid (list in Schedule O) SEE SCHEDULE O	10	26,943.
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O) SEE SCHEDULE O	16	10,567.
	17	Total expenses. Add lines 10 through 16	17	37,510.
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	44,383.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	0.
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	0.
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	44,383.

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2014)

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Sch. O to respond to any question in this Part V ☒

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		X
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
35b If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	N/A	
35c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	0.
37b Did the organization file Form 1120-POL for this year?		X
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
38b If "Yes," complete Schedule L, Part II and enter the total amount involved	38b	N/A
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9	39a	N/A
b Gross receipts, included on line 9, for public use of club facilities	39b	N/A
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 <input type="checkbox"/> 0.; section 4912 <input type="checkbox"/> 0.; section 4955 <input type="checkbox"/> 0.		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	X
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		0.
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		0.
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	X
41 List the states with which a copy of this return is filed <input checked="" type="checkbox"/> TN		
42a The organization's books are in care of <input checked="" type="checkbox"/> TYLER SMITH Telephone no. <input checked="" type="checkbox"/> (423) 593-0182 Located at <input checked="" type="checkbox"/> 9944 FROST RIDGE DR., OOLTEWAH, TN ZIP + 4 <input checked="" type="checkbox"/> 37363		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: <input type="checkbox"/> See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	X
c At any time during the calendar year, did the organization maintain an office outside of the U.S.? If "Yes," enter the name of the foreign country: <input type="checkbox"/>	42c	X
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year <input type="checkbox"/> 43		N/A
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	X
c Did the organization receive any payments for indoor tanning services during the year?	44c	X
d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45b	

48 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office?

If "Yes," complete Schedule C, Part I

	Yes	No
48		X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Sch. C, Part II

	Yes	No
47		X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

48		X
----	--	---

49a Did the organization make any transfers to an exempt non-charitable related organization?

49a		X
-----	--	---

b If "Yes," was the related organization a section 527 organization?

49b		
-----	--	--

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None." NONE

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? **Note.** All section 501(c)(3) organizations must attach a completed Schedule A
☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

CATHERINE A. SMITH, SECRETARY

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

REBECCA C. FINGERLE

07/20/15

P00971894

Firm's name MAULDIN & JENKINS, LLC

Firm's EIN 58-0692043

Firm's address 1301 SIXTH AVE. W., SUITE 600
BRADENTON, FL 34205-7440

Phone no. 941-747-4483

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

Form 990-EZ (2014)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 05 2014**

THE HONORING THE SACRIFICE
FOUNDATION
9944 FROST RIDGE DR
COLETAH, TN 37363

Employer Identification Number:
46-3956580
DLN:
17051153354004
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 16, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.


Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations



PRESIDENT

HONORING THE SACRIFICE FOUNDATION

6-27-16

Letter 947



Hamilton County Board of Commissioners RESOLUTION

No. 716-22

A RESOLUTION AUTHORIZING HAMILTON COUNTY TO MAKE AN INTERGOVERNMENTAL TRANSFER TO THE STATE OF TENNESSEE'S TENNCARE PROGRAM IN ORDER TO SECURE ADDITIONAL FUNDING FROM THE STATE OF TENNESSEE'S PUBLIC HOSPITAL SUPPLEMENTAL PAYMENT POOL ("PHSPP") FOR THE CHATTANOOGA-HAMILTON COUNTY HOSPITAL AUTHORITY ("ERLANGER").

WHEREAS, the TennCare Program as administered by the State of Tennessee has a financial pool of One Hundred Million Dollars (\$100,000,000) known as the Public Hospital Supplemental Payment Pool ("PHSPP"), for the providing of health services to TennCare enrollees and uninsured patients being serviced by Metro Nashville General Hospital, Regional One Health at Memphis and the Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Health System ("Erlanger"); and

WHEREAS, Erlanger's participation in said pool requires Hamilton County (as a political subdivision of the State of Tennessee) to make an intergovernmental transfer from the County to the State of Tennessee's TennCare Program in the amount of Eleven Million Sixty Seven Thousand Three Hundred Twenty Three Dollars (\$11,067,323) in order to secure Thirty One Million Six Hundred Sixty Six Thousand One Hundred Sixty Dollars (\$31,666,160) for Erlanger from the TennCare Program; and

WHEREAS, an interlocal agreement was approved by this body in April 2014 by resolution number 414-31 allowing such intergovernmental transfer; and

WHEREAS, Erlanger shall tender to Hamilton County from Erlanger's public funds said required, Eleven Million Sixty Seven Thousand Three Hundred Twenty Three Dollars (\$11,067,323) and the County will then forward said sum as received from Erlanger to the State of Tennessee's TennCare Program to be credited as Erlanger's required contribution of the non-federal share of the said Thirty One Million Six Hundred Sixty Six Thousand One Hundred Sixty Dollars (\$31,666,160) in TennCare payments to Erlanger, and

WHEREAS, this County Legislative Body deems this transaction to be in the best interest of the citizens of this County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Hamilton County is authorized to accept from Erlanger the sum of Eleven Million Sixty Seven Thousand Three Hundred Twenty Three Dollars (\$11,067,323) from the public Erlanger funds, and to transmit same as received to the State of Tennessee's Bureau of TennCare to be credited by same as the required contribution on behalf of Erlanger to be used as the non-federal share of Public Hospital Supplemental Payment Pool ("PHSPP") payments to Erlanger in the amount of Thirty One Million Six Hundred Sixty Six Thousand One Hundred Sixty Dollars (\$31,666,160) for Erlanger's uncompensated care of TennCare enrollees and uninsured patients.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 716-23

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A REAL ESTATE PURCHASE AGREEMENT AND ALL CLOSING DOCUMENTS NECESSARY TO PURCHASE CERTAIN PROPERTY LOCATED ON TAFT HIGHWAY NEEDED TO CONSTRUCT A NEW FIRE HALL FOR THE WALDEN'S RIDGE COMMUNITY OF SIGNAL MOUNTAIN.

WHEREAS, the present fire hall, operated by Walden's Ridge Emergency Service Inc. located on Taft Highway, has outgrown its current facility and is in need of a new building and larger site sufficient in size to construct a new facility; and,

WHEREAS, two tracts of land consisting of approximately one and eight tenths (1.8) acres (subject to survey) located on Taft Highway and adjoining the current fire hall property (0.62 acres), are available for purchase by Hamilton County, and are sufficient to construct a new facility to serve the Walden's Ridge community; and,

WHEREAS, negotiations between representatives of Hamilton County and the property owners, Jack D. Sexton and wife, Lynnetta S. Sexton, have resulted in an agreement being reached between the entities to purchase said property for the appraised value of \$400,000, plus costs of closing, subject to approval of the Hamilton County Board of Commissioners, according to the terms and conditions of the attached or similar agreement; and,

WHEREAS, upon execution of the agreement, \$40,000 Earnest Money shall be deposited and held in Escrow by Jones Raulston Title Insurance Agency, Inc.; and,

WHEREAS, the funding source for the property purchase shall be Bond Fund; and,

WHEREAS, it is in the best interest of the citizens of Hamilton County to purchase said property to facilitate the construction of a new fire hall for the safety and benefit of the Walden's Ridge community.

NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is hereby authorized to enter into and execute a Real Estate Purchase Agreement and all closing documents necessary to purchase certain property (approximately 1.8 acres, subject to survey) located on Taft Highway from the sellers listed below for the purchase price of \$400,000 plus costs of closing, according to the terms and conditions more particularly described in the attached or similar purchase agreement between Hamilton County and said sellers:

<u>STATE TAX MAP NO.</u>	<u>SELLERS</u>	<u>PURCHASE PRICE</u>
098C-A-003 & 022	Jack D. Sexton, and wife, Lynnetta S. Sexton	\$400,000

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

☐

Rejected:

☐

County Clerk

Approved:

☐

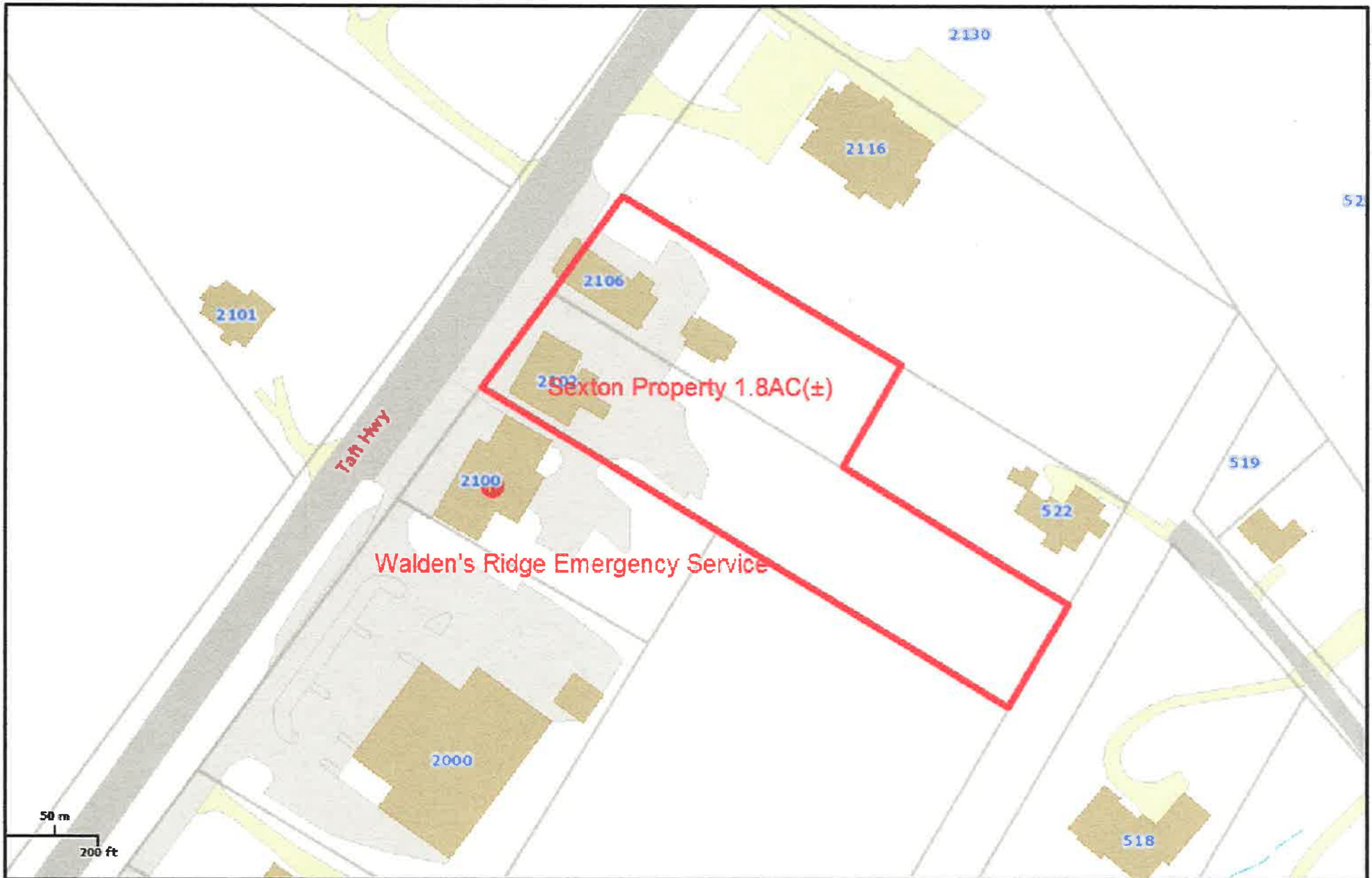
Vetoed:

☐

County Mayor

July 20, 2016

Date



Walden's Ridge Emergency Service

Walden Tennessee

Printed: Jul 05, 2016

HCGIS

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made to be effective the _____ day of _____, 2016, by and between HAMILTON COUNTY, TENNESSEE, a Tennessee political subdivision, ("Buyer") and JACK D. SEXTON and wife, LYNNETTA S. SEXTON (collectively "Seller").

W I T N E S S E T H:

1. **SALE.** Seller agrees to sell, and Buyer agrees to purchase, in fee simple, subject to and upon the following terms and conditions, those certain tract or tracts of real estate being more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with all improvements thereon and all easements, rights and privileges appurtenant thereto (collectively the "Real Estate"). All improvements, fixtures and equipment remaining on the Real Estate at time of closing shall be the property of Buyer.

2. **PURCHASE PRICE.** The purchase price for the Real Estate shall be \$400,000.00 Dollars, which shall be paid in lawful money of the United States in the following manner: \$40,000 Dollars upon execution of this Agreement by the parties ("Earnest Money") to be held in escrow by Jones Raulston Title Insurance Agency, 518 Georgia Avenue #200, Chattanooga, Tennessee 37403 ("Escrow Agent"). The purchase price shall be paid to Seller in cash or immediate funds at closing, subject to the prorations and adjustments hereinafter provided. At the closing, the Earnest Money, if not previously paid to Seller or Buyer pursuant to the terms hereof, shall be returned to Buyer.

3. **SURVEY.** Prior to closing, Buyer may, at Buyer's expense, obtain any additional surveys for the Real Estate. Seller will provide to Buyer, without cost, a copy of any existing surveys for the Real Estate. The legal description of the Real Estate as shown on such survey shall consist of separate legal descriptions for any separate tracts of real property comprising the Real Estate as well as a perimeter legal description of the Real Estate. The legal descriptions shall be reasonably acceptable to Buyer and shall be used in the General Warranty Deed to be delivered by Seller pursuant to this Agreement. If necessary to convey the Real Estate to Buyer as contemplated hereby, or if necessary for Buyer's intended use or development of the Real Estate, Buyer will have prepared and will forward to Seller for approval a subdivision plat for the Real Estate. Such subdivision plat must be approved by all necessary governmental authorities and recorded prior to closing as a condition to Buyer's obligations hereunder. All costs and expenses associated with the preparation, approval and recording of the subdivision plat shall be the responsibility of the Buyer. Seller agrees to cooperate with Buyer in connection with preparing the subdivision plat and obtaining all necessary approvals thereof and Seller further agrees to execute all documentation necessary in connection with preparing and recording the subdivision plat.

4. **TITLE INSURANCE.** During the term of this Agreement, Buyer shall obtain, at Buyer's expense, an owner's title insurance commitment to issue, upon payment of a premium, an owner's title insurance policy in the amount of the purchase price adopting such form as may be approved by Buyer together with any additional endorsements required by Buyer insuring Buyer's fee simple interest in the Real Estate. The title insurance commitment will contain exceptions only for real estate taxes and assessments for the year of closing which are not yet due and payable and such other exceptions as Buyer may approve. If the commitment contains exceptions not acceptable to Buyer, then Buyer shall notify Seller of such exceptions and Seller shall have such time as is specified by Buyer in the notice (but not later than the closing date) to resolve the exceptions to the satisfaction of the Buyer, provided, however, that Seller shall be under no obligation to remove easements and restrictions shown as title exceptions which were recorded prior to the effective date hereof. In the event any title objections are not resolved to Buyer's satisfaction, then Buyer may terminate this Agreement at any time on or before closing and recover the Earnest Money.

5. **GENERAL WARRANTY DEED.** Fee simple title to the Real Estate shall be conveyed by Seller to Buyer by General Warranty Deed containing common law covenants of title subject to the recorded exceptions contained in Buyer's title commitment. In that regard, Seller shall execute at closing a standard owner's affidavit reasonably acceptable to Buyer and Buyer's title insurance company enabling the title insurance company to issue the owner's title policy to Buyer without exception for mechanic's or materialmen's liens, rights of parties in

possession or other off-record matters. At Buyer's request, Seller shall also execute a quitclaim deed for the purpose of conveying the Real Estate pursuant to the perimeter legal description of the Real Estate as shown on Buyer's survey.

6. **EXPENSES.** The expenses of this transaction shall be paid as follows: (a) Buyer will pay for the preparation of the General Warranty Deed and any closing fee charged to Seller by the title company; (b) Buyer will pay for the recording taxes and fees in connection with the General Warranty Deed, preparation of the quitclaim deed (if such is requested by Buyer) and for the recording taxes and fees in connection therewith; (c) Buyer will pay for the survey required in paragraph 3 above and for any subdivision plat required pursuant to this Agreement; (d) Buyer will pay the title insurance examination fee and premium; and (e) any closing fee charged to Buyer by the title company. Each party shall be responsible for the payment of its own legal and any accounting fees. Real Estate taxes and special assessments, if any, for the year of closing shall be apportioned between the parties as of the date of closing and Seller will pay any such charges for prior years, whenever assessed.

7. **BROKER AND COMMISSION.** Seller and Buyer each represent to the other that no brokers are involved in this transaction.

8. **CONDITIONS PRECEDENT TO CLOSING.** The Buyer's obligations hereunder are conditioned upon and subject to the satisfaction, on and as of the closing date, of each of the following conditions:

(a) There are no zoning laws, ordinances, regulations or other governmental requirements nor any deficiencies or lack of access, ingress and egress, drainage, adequate soil conditions nor other difficulties existing or commencing at the closing date which prohibit or in any way impair the full use of the Real Estate by Buyer for Buyer's intended use of the Real Estate including, without limitation, the construction of improvements thereon, or further that there will be no excessive site preparation and construction costs;

(b) Buyer has obtained all easements, licenses, zoning changes, variances, special use permits and exceptions, building, parking, curb-cut, signage, utility and other permits necessary for the construction of its proposed improvements on the Real Estate or any use thereof;

(c) This Agreement has been approved and accepted by the Hamilton County Commission, and executed by the County Mayor

(d) The warranties and representations herein contained are true and correct; and

(e) The requirements of Paragraphs 3, 4, 12 and 15 herein have been satisfied; and

Buyer shall notify Seller in writing within 45 days from the date hereof (such period being the "Inspection Period") if the conditions set forth above are acceptable to Buyer. If such notice is not given, then Buyer shall be deemed to have terminated this Agreement and shall recover the Earnest Money, less \$100.00 Dollars liquidated damages, following which neither party shall have further obligation hereunder (except to the extent provided in Paragraph 15 herein).

9. **CLOSING.**

(a) In the event this Agreement is not terminated as provided in the preceding paragraph, then the closing of this purchase and sale shall occur no later than 30 days following expiration of the Inspection Period at a mutually convenient time and place in the county where the Real Estate is located; provided, however, that either party may elect by written notice to the other to close the transaction in escrow by mail through Buyer's title insurance company;

(b) Seller shall execute at closing an affidavit pursuant to Section 1445 of the Internal Revenue Code to the effect that Seller is not a "foreign person";

(c) Buyer's obligation to close this purchase and sale is conditioned upon there being no change in the status of title as set forth in Paragraph 4 herein from

that approved by Buyer as well as no change in the matters set forth in Paragraph 8 herein from those approved by Buyer;

10. **DEFAULT.**

(a) In the event that the Buyer defaults in its obligations undertaken in this Agreement, and Seller has not defaulted in Seller's obligations, then the Seller shall be entitled to receive the Earnest Money as full and agreed upon liquidated damages and the parties hereto shall be released from further liability hereunder.

Seller specifically waives and relinquishes any and all other rights at law or in equity, including specific performance.

(b) In the event of a default in the obligations herein taken by the Seller, the Buyer shall be entitled to its choice of the following remedies:

(i) Buyer may compel Seller to convey the Real Estate by a suit for specific performance and recover all costs and expenses incident thereto; or

(ii) Buyer may declare this Agreement to be terminated. Upon such declaration, the Buyer shall be entitled to receive the Earnest Money and all parties hereto shall be relieved from further liability hereunder.

(c) In the event of a breach or default by a party hereto, the non-defaulting party shall be entitled to attorneys' fees and costs incurred as a result of such breach or default.

11. **ASSIGNMENT.** This Agreement shall be freely assignable by Buyer with prior written notice to Seller.

12. **WARRANTY BY SELLER.** Seller warrants that (a) they are the sole owners of the Real Estate and has the right to enter into and perform this Agreement upon the terms and conditions set forth herein; (b) except for recorded documents filed with the Register of Deeds for Hamilton County, Tennessee, there are no easements, restrictions, leases or rights affecting the Real Estate or Easements except as disclosed in this Agreement; (c) water, sanitary and storm sewer, electric current, telephone and gas are available for connection to improvements on the Real Estate at the boundary thereof or at a point in the public street adjacent thereto; (d) all parties occupying the Real Estate shall have vacated the Real Estate as of the closing; and (e) the Real Estate is not encumbered by liens, mortgages or otherwise for an amount in excess of the purchase price, or if so encumbered, such liens, mortgages or encumbrances may be released for an amount not in excess of the purchase price. Any amount owed by Seller to satisfy any such lien, mortgage or other encumbrance may be deducted from Seller's proceeds at closing. Seller's representations and warranties set forth in this Section and in Section 15 shall survive the Closing.

13. **CONDEMNATION.** In the event that Seller becomes aware of the institution or pendency of any action or proceeding in eminent domain or for the condemnation of any part of the Real Estate, Seller shall immediately give Buyer written notice of such action or proceeding. Should all or any part of the Real Estate be taken by eminent domain or condemnation prior to the closing or if such proceedings are threatened or proposed, Buyer shall have the option of terminating this Agreement. If Buyer does not elect to terminate, then this Agreement shall remain in full force and effect, and Seller shall deliver to Buyer at closing all monies received by reason of such taking and shall assign to Buyer all right, title, interest and claim in and to any awards that may be made for such taking.

14. **NOTICES.** Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service or by certified mail, return receipt requested, postage prepaid or telegram (which terms shall be deemed to include mailgrams or facsimile messages) to the following addresses:

TO SELLER:

Jack D. Sexton
Lynnetta S. Sexton
2709 Corral Road
Signal Mountain, TN 37377

TO BUYER:

Hamilton County, Tennessee
Real Property Office
117 E. 7th Street, 5th Floor
Chattanooga, TN 37402
Attention: Paul Parker
Fax No.: (423) 209-6445

WITH A COPY TO:

Miller & Martin PLLC
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402
Attention: Evan A. Allison
Fax No.: (423) 321-1501

Notice shall be deemed to have been given on the date of hand delivery or telegram or on the date of depositing same in the mail or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

15. **ENVIRONMENTAL MATTERS.**

(a) Seller represents and warrants that there are no hazardous or toxic materials, substances, pollutants, contaminants, petroleum products, asbestos, urea formaldehyde foam insulation, lead paint and/or fluid containing polychlorinated biphenyls (PCBs), hydrocarbons or wastes which are generated, stored, treated, disposed of, transported to or from, or located in, on, or under the Real Estate nor has the Real Estate been used at any time as a landfill or a storage or dump site, except as disclosed herein. Seller further warrants that no underground storage tanks or fuel lines, underground wells, or septic tanks are located upon the Real Estate except as disclosed herein.

Disclosure of environmental matters: _____

N/A 

(b) Buyer, at its sole cost and expense, shall have the right to require a reputable engineering firm to perform an environmental inspection and audit of the Real Estate ("Environmental Audit"). Buyer shall advise Seller in writing in the event the Environmental Audit reveals any items which require a remedial clean-up response pursuant to applicable federal, state or local statute, law, regulation or ordinance ("Applicable Laws") and shall simultaneously deliver a copy of the Environmental Audit to Seller.

(c) If the Real Estate is in violation of any Applicable Laws, the Seller shall be obligated to either (i) incur at Seller's expense any cost necessary to remedy such violations reflected by the Environmental Audit or to otherwise cause the Real Estate to be in compliance with all Applicable Laws prior to the expiration of the Inspection Period or (ii) terminate this Agreement by written notice to

Buyer within fifteen (15) days following receipt of the Environmental Audit. Following such termination, the Earnest Money, if any will be promptly refunded to Buyer. In the event of such termination, a copy of the Environmental Audit, together with any related reports obtained by Buyer shall be delivered to Seller without further cost.

16. **RISK OF LOSS TO PROPERTY.** Until time of closing, Seller assumes risk of loss or damage to the Real Estate by fire, windstorm or other casualty, but shall be entitled to recover from the Buyer for any damage or loss caused by Buyer's negligence. In the event of loss or damage to the Real Estate, Buyer shall have the right to terminate this Agreement except where such damage or loss is caused by Buyer's negligence.

17. **MISCELLANEOUS.** Time is of the essence of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. This Agreement shall be binding upon the parties hereto and their respective successors in interest and assigns. The terms and provisions hereof shall survive the closing. This Agreement constitutes the entire agreement of the parties and no statement or representation shall be considered a part of this Agreement or binding upon the parties unless the same is contained herein. Buyer shall have the right to conduct any surveys, soil tests or other examinations or inspections of the Real Estate which it desires prior to the closing but shall indemnify Seller from all loss or damage caused thereby and restore the Real Estate to the condition existing prior to any testing. After closing, should Buyer decide to demolish the improvements on the Real Estate, Buyer agrees to use reasonable efforts to allow Seller to obtain, during such demolition, certain logs from the front facade of the log cabin building on the Real Estate. Seller will be solely responsible for the cost of removing such items and shall not, in any way, interfere with or cause a delay in Buyer's work on the Real Estate. Buyer makes no representations or warranties as to the condition or existence of such logs and Seller acknowledges that such logs may be damaged or destroyed after closing and/or during the demolition process. Buyer shall in no way be liable for any such damage or destruction.

18. **VALIDITY OF OFFER.** The Buyer and Seller agree and acknowledge that this Real Estate Purchase Agreement must be accepted by the Hamilton County Board of Commissioners and executed by the County Mayor prior to enforcement.

19. **LIMITS OF LIABILITY.** Buyer and Seller agree that \$40,000.00 is the amount of the Earnest Money due from Buyer and that this includes any claims that Seller has or may have against Buyer arising out of any conditions or damages to Seller's Property, real or personal, arising out of any act of Buyer's, their agents, officers, or employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement under seal on the day shown to the left of the respective signatures. This Agreement shall for all purposes be deemed to be fully executed on the later of the date of execution shown below, which date shall be inserted in the heading hereof ("Effective Date"). If this Agreement is signed first by Buyer and Seller fails to accept this Real Estate Purchase Agreement by executing the original and one copy and delivering same to Buyer within 5 days from the date Buyer signs same, this Real Estate Purchase Agreement shall become null and void and be of no further force or effect.

SELLER:

Date: 7/1/2014


JACK D. SEXTON

Date: 7/1/2014


LYNNETTA S. SEXTON

BUYER:

Date

HAMILTON COUNTY, TENNESSEE

By: _____
Jim M. Coppinger, County Mayor

EXHIBIT "A"

TRACT ONE:

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

The South one hundred (100) feet of Lot No. Twenty-four (24), of Griffiss and Fritts subdivision, as shown by plat recorded in Plat Book 5, page 13, in the Register's Office of Hamilton County, Tennessee.

REFERENCE is made for prior title to Deed recorded in Book 3622, page 320, in the Registers' Office of Hamilton County, Tennessee.

SUBJECT TO Easement for roadway granted by Mary C. Worley to Jack D. Sexton and wife, Lynnetta S. Sexton, by deed recorded in Book 3005, Page 664, in the Registers' Office of Hamilton County, Tennessee.

TRACT TWO:

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Being part of Lot Twenty-four (24), J.C. Griffis and T.W. Fritt's Subdivision of the Kate Minnis Tract, as shown by plat recorded in Plat Book 5, page 13, of the Register's Office of Hamilton County, Tennessee. According to said plat, said part of lot is described as: BEGINNING at a point in the East line of Taft Highway, 100 feet North along the East line of Taft Highway from the Northwest corner of Lot 23; thence along the East line of Taft Highway, North 34 degrees 36 minutes East 100 feet; thence South 61 degrees East 335.3 feet to an iron pin located North 61 degrees West 200 feet from the Western line of Laurel Avenue; thence parallel with the Northern line of Laurel Avenue South 31 degrees West 100 feet to an iron pin; thence North 61 degrees West 342.1 feet to the beginning.

REFERENCE is made for prior title to Book 1385, page 623, in the Register's Office of Hamilton County, Tennessee.



Hamilton County Board of Commissioners

RESOLUTION

No. 716-24

A RESOLUTION TO AUTHORIZE PAYMENT TO WILL DENAMI TO REPRESENT THE INTERESTS OF HAMILTON COUNTY BEFORE THE TENNESSEE GENERAL ASSEMBLY AND OTHER GOVERNMENTAL ENTITIES DURING FISCAL YEAR 2016-2017.

WHEREAS, Hamilton County is in the process of, and will indeed, propose passage of legislation to improve the conditions of this County; and

WHEREAS, it is in the best interest of Hamilton County to have an advocate to represent its interests on matters affecting this County as may come before the Tennessee General Assembly and other governmental entities; and

WHEREAS, Will Denami has served in said capacity in the past and is willing to continue to so serve Hamilton County during fiscal year 2016-2017, while receiving consideration in the amount of Sixty Thousand Dollars (\$60,000.00), including travel and entertainment expenses, as has been budgeted.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That Will Denami is hereby authorized to represent the interests of Hamilton County before the Tennessee General Assembly and other governmental entities during fiscal year 2016-2017 in accordance with the attached Agreement to which the County Mayor is hereby authorized to execute, and that payment to Will Denami in the amount of Sixty Thousand Dollars (\$60,000.00) is hereby authorized for said advocate's salary and travel and entertainment expenses.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is made this 1st day of July, 2016, by and between the **HAMILTON COUNTY GOVERNMENT**, ("the Client") whose address is 625 Georgia Avenue, Suite 208, Chattanooga, TN 37402 and **WILL DENAMI**, Government Affairs (the "Consultant") whose address is P. O. Box 680541, Franklin, TN 37068, and a mailing address at the same. The Client and the Consultant may be referred to as a "Party" or collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Client is in need of a professional service consultant for government affairs within the State of Tennessee; and

WHEREAS, the Consultant affirms he is experienced and qualified to perform these activities; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. SERVICES

The Consultant shall provide his professional services within and before various governmental entities, including but not limited to the General Assembly of the State of Tennessee, in advocating various matters and issues of interest to the Client.

2. TERM

This Contract shall commence on July 1, 2016 and shall expire on June 30, 2017.

3. TERMINATION

Either Party may terminate this Contract at any time for any reason upon sixty (60) days' written notice. The Client shall only be obligated to pay the Consultant the earned Compensation up to the date of termination.

4. COMPENSATION

In consideration of the performance of the services described, the Client agrees to pay Consultant a fee of Five Thousand Dollars (\$5,000.00) per month for a total of Sixty Thousand Dollars (\$60,000.00) over the life of the Contract. The fee shall be paid monthly by the fifth (5th) day of the month. All travel expenses, professional registration fees, and any other miscellaneous expenses associated with this Contract, as incurred by Consultant, are included in the Compensation.

5. INDEPENDENT CONSULTANT

The Parties intend that the Consultant shall perform this Contract as an independent Consultant and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party shall have the authority to bind the other Party in any respect. The Consultant shall not be considered an agent or employee of the Client for any purpose and the Consultant will not be entitled to any of the benefits the Client provides for its employees.

6. GOVERNING LAW

The laws of Tennessee shall govern this Contract.

7. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by a duly authorized representative and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing.

8. ENTIRE AGREEMENT

This Contract constitutes the final, complete, and entire written agreement of the Parties and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the Parties, except as expressly referenced and adopted herein. This Agreement may only be modified in writing signed by each of the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year written below.

Client:

Consultant:

HAMILTON COUNTY GOVERNMENT

WILL DENAMI

By: _____

By: _____

Title: _____

Title: _____



Hamilton County Board of Commissioners

RESOLUTION

No. 716-25

A RESOLUTION APPROVING THE EXTENSION OF A CONTRACTUAL AGREEMENT WITH KENNETH U. JORDAN, II, FOR THE POSITION AS EQUAL EMPLOYMENT OPPORTUNITY OFFICER FOR HAMILTON COUNTY, TENNESSEE, FOR AN ADDITIONAL TWO (2) YEAR PERIOD TO EXPIRE ON JUNE 30, 2018.

WHEREAS, by previous resolutions this County Legislative Body agreed to enter into and extend a contractual agreement with Kenneth U. Jordan, II, to serve in the capacity of Hamilton County's Equal Employment Opportunity Officer to ensure all Hamilton County employees have fair and equal opportunities in the terms and conditions of their employment; and

WHEREAS, said employee additionally assists the County in its Title VI, Disadvantaged Business Enterprises (DBE), and Health Insurance Portability and Accountability Act (HIPAA) compliances; and

WHEREAS, it is the desire of the County Mayor that the professional services provided by Kenneth U. Jordan, II, be extended for an additional two (2) year period through June 30, 2018, continuing at his current salary plus any increase as may be granted to County General Government employees.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the recommendation of the County Mayor to extend the current contract of Kenneth U. Jordan, II, for the position of Equal Employment Opportunity Officer, in addition to providing services relating the Hamilton County's compliance with the provisions of Title VI, Disadvantaged Business Enterprises Program, and the Health Insurance Portability and Accountability Act, for an additional two (2) year period to expire on June 30, 2018, is hereby approved at his current salary plus any increase as may be granted to County General Government employees.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

**HAMILTON COUNTY, TENNESSEE
CONSULTANT SERVICES AGREEMENT EXTENSION**

WHEREAS, HAMILTON COUNTY, TENNESSEE ("County"), and KENNETH U. JORDAN, II, entered into a Consultant Services Agreement on or about the 2nd day of August, 2011, whereby said Kenneth U. Jordan, II, agreed to serve as Hamilton County Equal Employment Officer ("EEO Officer") and provide certain professional services and expertise to the County for a term ending June 30, 2012, with the County Mayor authorized to extend said services for up to an additional two (2) year period; and

WHEREAS, in June 2012 and June 2014, the County Mayor expressed his desire, which was subsequently approved by the County Commission, to offer said additional two (2) year extensions; and

WHEREAS, due to the exceptional work that the EEO Officer has performed during his terms, it is the desire of the County Mayor and the willingness of the EEO Officer to continue to use said services and expertise at this time for an additional two (2) years. It is hereby

AGREED, between Hamilton County, Tennessee, and Kenneth U. Jordan, II, that said Kenneth U. Jordan, II, shall perform for an additional two (2) years (commencing July 1, 2016, and ending June 30, 2018) the same professional services presently being provided to Hamilton County, Tennessee, as Equal Employment Opportunity Officer, and at the salary and benefits as received by said EEO Officer as of June 30, 2016, plus the two and one-half percent (2½%) salary raise as received by all Hamilton County employees as of July 1, 2016.

Signed this _____ day of July, 2016.

HAMILTON COUNTY, TENNESSEE

By: _____

Jim M. Coppinger, Mayor

Kenneth J. Jordan, II



Hamilton County Board of Commissioners

RESOLUTION

No. 716-26

A RESOLUTION APPROVING THE TRANSFERING OF \$2,500.00 IN DISCRETIONARY BOND FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT FIVE TO COUNTY COMMISSION DISTRICT EIGHT, AND THE TRANSFERING OF A LIKE AMOUNT IN GENERAL CAPITAL DISCRETIONARY FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT EIGHT TO COUNTY COMMISSION DISTRICT FIVE.

WHEREAS, by adoption of the 2015-2016 fiscal year budget, this county legislative body has appropriated certain funds for expenditure within each of the nine (9) County Commission Districts in the form of capital expenditures by the issuance of bonds (“Discretionary Bond Funds”), and Hamilton County (“County”) creates and maintains a separate expenditure within said bond fund budget known as “discretionary bond funds”, from which each County Commissioner may make appropriations within their respective District or otherwise; and

WHEREAS, recent guidance as received from the Office of the Comptroller for the State of Tennessee has questioned the County’s past practices of using General Fund Discretionary Funds for use on behalf of the Hamilton County Department of Education, thereby prohibiting this county legislative body’s past practice of expending General Fund discretionary funds on Department of Education related projects; and

WHEREAS, Eighth District County Commissioner Tim Boyd desires to appropriate \$2,500.00 for the purchase of playground equipment for Barger Elementary School, but has insufficient Discretionary Bond funds available to finance said project in addition to other commitments previously made; and

WHEREAS, it is permissible to spend bond funds on school related capital projects that meet the numerous procedures and requirements related to the expenditure of bond funds; and

WHEREAS, Fifth District County Commissioner Greg Beck has in excess of \$2,500.00 within his allotted Discretionary Bond funds (for District Five) which he is willing to transfer to County Commission District Eight for the purpose of purchasing said playground equipment, in exchange for a like amount of General Capital Discretionary Funds being transferred in the County's said budget from District Eight's General Capital Discretionary Funds to District Five's General Fund Discretionary Fund allocation; and

WHEREAS, said budgetary readjustment is within the best interests of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY:

That of those funds allocated to County Commission District Five and designated as "discretionary bond funds", in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), shall be reallocated to County Commission District Eight's discretionary bond funds; and in like manner, Two Thousand Five Hundred Dollars (\$2,500.00) presently allotted to County Commission District Eight as "General Capital Discretionary funds" be reallocated to County Commission District Five's General Discretionary Fund account for further allocation as said County Commissioner may direct.

BE IT FUTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 716-27

(P.C. NO. 2016-073)
(Formerly Res No. 616-32)

**A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT & R-2
URBAN RESIDENTIAL DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL
DISTRICT, PROPERTY LOCATED AT 2333 OOLTEWAH-RINGGOLD
ROAD**

WHEREAS, Belle Investment Company/Becky Pelphrey petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-Family Residential District, property located at 2333 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Belle Investment Company/Becky Pelphrey requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission would hold a public hearing on June 15, 2016, concerning the passage of this Resolution as required by law, at which time hearing was deferred to July 20, 2016.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-Family Residential District, property located at 2333 Ooltewah-Ringgold Road. An unplatted tract of land located at 2333 Ooltewah Ringgold Road being the property described in Deed Book 9419, Page 964, ROHC. Tax Map 160-028 as shown on the attached map.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

2016-073 Hamilton County
May 9, 2016

RESOLUTION

WHEREAS, Belle Investment Company/Becky Pelphrey petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-Family Residential District, property located at 2333 Ooltewah-Ringgold Road.

An unplatted tract of land located at 2333 Ooltewah Ringgold Road being the property described in Deed Book 9419, Page 964, ROHC. Tax Map 160-028 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 9, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

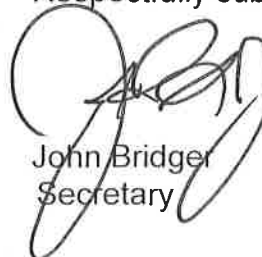
AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

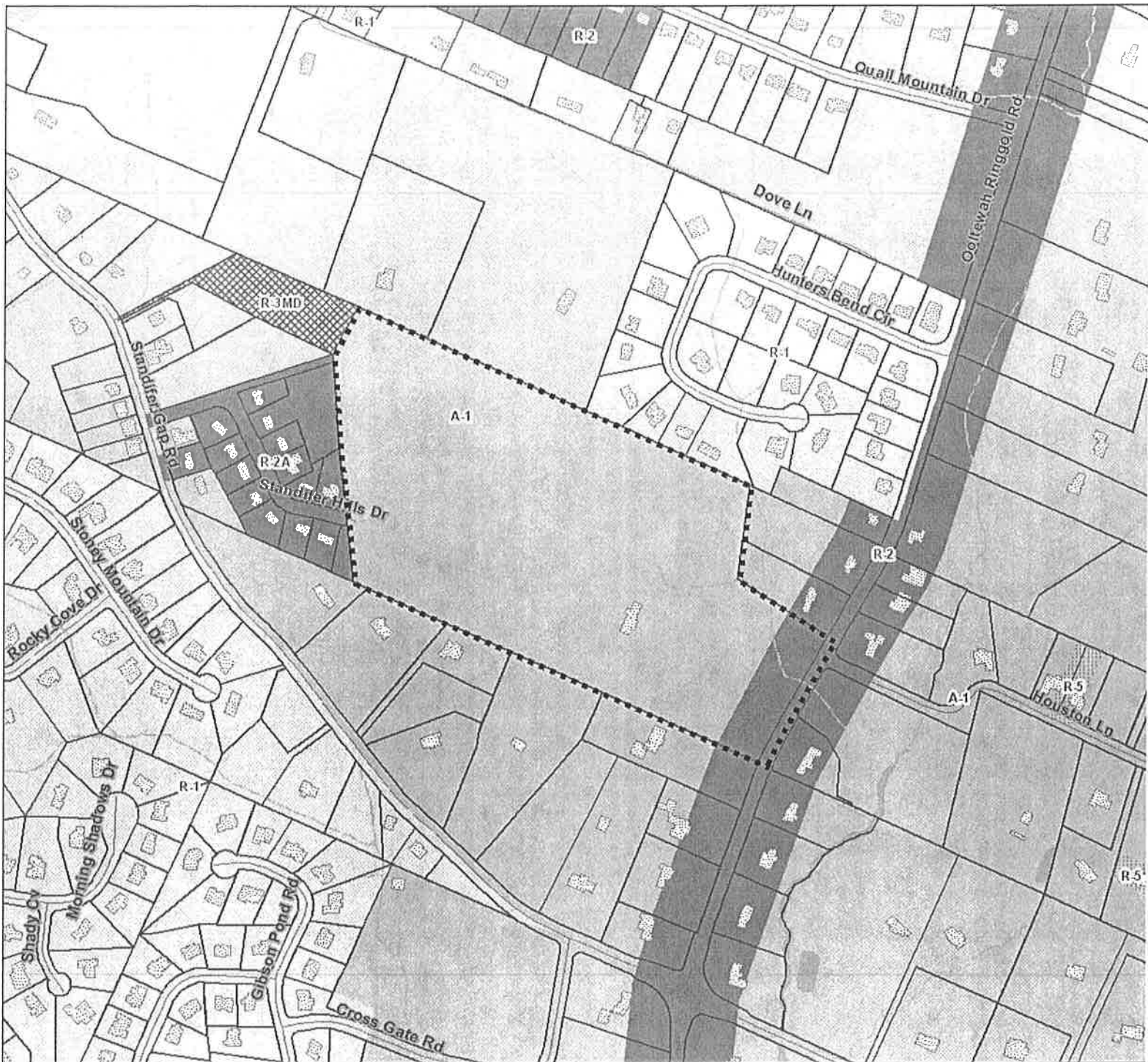
AND WHEREAS, the Planning Commission has determined that the proposal is consistent with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 9, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2016-073 Rezoning from A-1 and R-2 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-073: Approve



500 ft

Chattanooga Hamilton County Regional Planning Agency



PLANNING COMMISSION CASE REPORT

Case Number: 2016-073

PC Meeting Date: 05-09-16

Applicant Request

Rezone from A-1 Agricultural District and R-2 Urban Residential District to R-1 Single-Family Residential District.

Property Location:	2333 Ooltewah-Ringgold Road
Property Owner:	Becky Pelphrey
Applicant:	Belle Investment Company

Project Description

- Proposal: Develop 32-acre site as a subdivision for single-family dwellings.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: Unspecified. No site plan is required for rezoning to R-1 Single-Family Residential District.
- Proposed Density: Proposing 4 dwelling units per acre. This equates to 128 possible lots.

Site Analysis**Site Description**

- Location: The 32-acre site is located on the west side of Ooltewah-Ringgold Road approximately 800 feet north of the Ooltewah-Ringgold Road and Standifer Gap Road intersection.
- Current Access: There is access to the site from Ooltewah-Ringgold Road and Standifer Hills Drive.
- Tennessee Department of Transportation Functional Classification: Ooltewah-Ringgold Road is designated an Urban Minor Arterial
- Current Development form: There is a mixture of large-lot and small-lot subdivisions in the area.
- Current Land Uses: The site is surrounded by single-family residential uses.
- Current Density: Average residential density in the area is difficult to calculate due to varying size of lots, allowable densities in different zones, and the varying vacancy of lots. While most lots are over an acre, the highest density within 300' of the site appears to be the Standifer Hills Drive subdivision with a density of 2.5 dwelling units per acre.

Zoning History

- The site is currently zoned A-1 Agricultural District and R-2 Urban Residential District.
- The properties to the north are zoned A-1 Agricultural District and R-1 Single-Family Residential District. The properties to the east and south are zoned A-1 Agricultural District. The properties to the west are zoned A-1 Agricultural District and R-2A Rural Residential District and R-3MD Moderate Density District.
- The nearest R-1 Single-Family Residential District (same as the request) is adjacent to the site on the northern property line.

Plans/Policies/Regulations

- The East Brainerd Corridor Community Plan (adopted by City Commission in 2003) recommends low density residential or institutional uses for this site.
- The A-1 Agricultural District permits agricultural uses and single-family homes not to exceed 2 dwelling units per acre.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. This equates to approximately 5 dwelling units per acre. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

PLANNING COMMISSION CASE REPORT

Key Findings

- The proposal is supported by the adopted Land Use Plan for the area which recommends low density residential.
- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would be an extension of an existing R-1 zoning district on the north side of the site.
- The proposal would continue a precedent for future R-1 Single-Family Residential District requests along Ooltewah-Ringgold Road.
- This site provides an opportunity for road right-of-way connection between Standifer Hills Drive and Ooltewah-Ringgold Road. Such public street connectivity would provide secondary and emergency alternatives in an area of the community where they are currently limited.
- The transportation infrastructure is adequate to absorb additional capacity. The Hamilton County Engineer's Office does not object to this request.
- The applicant is encouraged to consult with the Hamilton County Engineer's Office for technical design requirements.

Staff Recommendation

Approve.



2016-073 Rezoning from A-1 and R-2 to R-1



500 ft

Chattanooga Hamilton County Regional Planning Agency





Hamilton County Board of Commissioners

RESOLUTION

No. 716-28

(P.C. NO. 2016-091)

**A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT & R-2
RESIDENTIAL DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT,
PROPERTIES LOCATED AT 3503, 3603 & 3635 OOLTEWAH-RINGGOLD ROAD**

WHEREAS, Waters-Holland, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, properties located at 3503, 3603 & 3635 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Waters-Holland, LLC requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on July 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, properties located at 3503, 3603 & 3635 Ooltewah-Ringgold Road. Three unplatted tracts of land located 3503, 3603, and 3635 Ooltewah Ringgold Road being the properties described in Deed Book 1962, Page 740, Deed Book 5717, Page 731, and Deed Book 7391, Page 186, ROHC. Tax Map 150-075 thru 077 as shown on the attached map.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

2016-091 Hamilton County
June 13, 2016

RESOLUTION

WHEREAS, Waters-Holland, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning A-1 Agricultural District & R-2 Residential District to R-1 Single Family Residential District, properties located at 3503, 3603 & 3635 Ooltewah-Ringgold Road.

Three unplatted tracts of land located 3503, 3603, and 3635 Ooltewah Ringgold Road being the properties described in Deed Book 1962, Page 740, Deed Book 5717, Page 731, and Deed Book 7391, Page 186, ROHC. Tax Map 150-075 thru 077 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on June 13, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

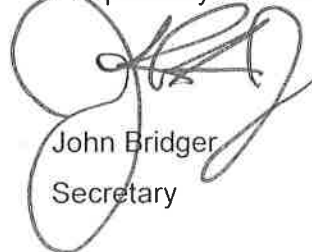
AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is supported by the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on June 13, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2016-091 Rezoning from A-1 and R-2 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-091: Approve



333 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2016-091

PC Meeting Date: 06-13-16

Applicant Request

Rezone from A-1 Agriculture District and R-2 Urban Residential District to R-1 Single-Family Residential District.

Property Location:	3503, 3603 & 3635 Ooltewah Ringgold Road
Property Owner:	Nicky & Peggy Bowman, and BBB Corporation, Inc.
Applicant:	Waters-Holland, LLC

Project Description

- Proposal: Develop 19.4-acre site with 66 single-family lots.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: 1 and 2-story buildings are proposed with larger lots on the periphery of the site and smaller lots located internally on the site. This rezoning request is in association with a request for a Residential Planned Unit Development (Case #2016-092).
- Proposed Density: Approximately 3.4 dwelling units per acre.

Site Analysis

Site Description

- Location: The site is located on the west side of Ooltewah-Ringgold Road at the Ooltewah-Ringgold Road and Bennie Lane intersection.
- Current Access: Entrance on Ooltewah-Ringgold Road.
- Tennessee Department of Transportation Functional Classification: Ooltewah-Ringgold Road is categorized as an Urban Minor Arterial.
- Current Development form: The site consists of three separate parcels that currently have a total of 2 dwellings. To the east is a small lot subdivision. To the south is a large vacant parcel. To the east is a mix of large and small individual parcels with dwellings.
- Current Land Uses: With exception of the vacant parcel to the south, the site is surrounded by low-density residential.
- Current Density: The average density of the Green Acres Subdivision abutting the site is approximately 2 dwelling units per acre. The average density of the 7 parcels across Ooltewah Ringgold-Road is approximately 0.3 dwelling units per acre.

Zoning History

- The site is currently zoned A-1 Agricultural District and R-2 Urban Residential District.
- The properties to the north, east and south are zoned A-1 Agricultural District and R-2 Urban Residential District. The properties to the west are zoned R-2 Urban Residential District.
- The nearest R-1 Single-Family District (same as the request) is approximately 850 feet to the south.
- There has been no recent zoning activity on this site.

Plans/Policies/Regulations

- There is no current adopted land use plan for this area.
- The Development Policy from the Comprehensive Plan 2030 update (Called the Renewing Our Vision and adopted by Planning Commission in 2016) identifies this site as being in Intensity Level 3. Level 3 is defined as areas in close proximity to minor road intersections. Generally, these areas are moderately populated with development patterns that include a wide variety of residential uses and small to medium scale commercial/industrial development. Large undeveloped tracts of land are somewhat limited. Level Three also includes important natural features such as the 500 year flood zone, forested areas (less than one acre) and slopes (less than 25%). From a transportation perspective, these areas contain minor and some major road intersections.

PLANNING COMMISSION CASE REPORT

- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.
- A Planned Unit Development (PUD) allows private roads if the roads are built to Hamilton County road standards. The maximum density for an R-1 PUD is 5 dwelling units per acre.

Key Findings

- The proposal is supported by the Comprehensive Plan which recommends preserving critical environmental lands and limiting the density in areas with minor road infrastructure.
- The proposed use is consistent with surrounding uses.
- The proposal is not consistent with the development form of the area based on older subdivisions requiring larger lots for septic systems.
- The proposed residential density is higher than the surrounding *existing* densities and would set a precedent for future requests in the immediate vicinity. However, there is another development approximately 2 miles south (East Haven) with a density of 3.7 dwelling units per acre.
- The proposed residential density is compatible with the surrounding *allowable* densities of subdivisions abutting the property.
- The proposed structures do not raise concerns regarding location, lighting, or height.
- The proposal would not be an extension of an existing zone, but proposes a zone and use common in the area.
- The site provides opportunities for connection to an existing road (Bennie Lane) or to a future development on the adjacent lot to the south. Such future connectivity could improve safety in the area by providing a secondary emergency access as continued residential growth increases the traffic volume on Ooltewah-Ringgold Road. . The proposed PUD Plan for Case #2016-092 does not provide such connectivity.

Staff Recommendation

Approve.



2016-091 Rezoning from A-1 and R-2 to R-1



333 ft

Chattanooga Hamilton County Regional Planning Agency





Hamilton County Board of Commissioners RESOLUTION

No. 716-29

(P.C. NO. 2016-092)

**A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT FOR A
RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTIES AT 3503, 3603
& 3635 OOLTEWAH-RINGGOLD ROAD**

WHEREAS, Waters-Holland, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to grant a Special Exceptions Permit for a Residential Planned Unit Development of properties at 3503, 3603 & 3635 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Waters-Holland, LLC requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on July 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended granting a Special Exceptions Permit for a Residential Planned Unit Development of properties at 3503, 3603 & 3635 Ooltewah-Ringgold Road. Three unplatted tracts of land located 3503, 3603, and 3635 Ooltewah Ringgold Road being the properties described in Deed Book 1962, Page 740, Deed Book 5717, Page 731, and Deed Book 7391, Page 186, ROHC. Tax Map 150-075 thru 077 as shown on the attached map.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

2016-092 Hamilton County
June 13, 2016

RESOLUTION

WHEREAS, Waters-Holland, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission granting a Special Exceptions Permit for a Residential Planned Unit Development of properties at 3503, 3603 & 3635 Ooltewah-Ringgold Road.

Three unplatted tracts of land located 3503, 3603, and 3635 Ooltewah Ringgold Road being the properties described in Deed Book 1962, Page 740, Deed Book 5717, Page 731, and Deed Book 7391, Page 186, ROHC. Tax Map 150-075 thru 077 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on June 13, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is supported by the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on June 13, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2016-092 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-092: Approve



333 ft



PLANNING COMMISSION CASE REPORT

Case Number: 2016-092

PC Meeting Date: 06-13-16

Applicant Request

Special Permit for a Planned Unit Development

Property Location:	3503, 3603 & 3635 Ooltewah Ringgold Road
Property Owner:	Nicky & Peggy Bowman, and BBB Corporation, Inc.
Applicant:	Waters-Holland, LLC

Project Description

- Proposal: Develop 19.4-acre site with 66 single-family lots. This request is in association with Case #2016-091, a request for rezoning the site to R-1 Single-Family Residential District.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: 1 and 2-story buildings are proposed with larger lots on the periphery of the site and smaller lots located internally on the site.
- Proposed Density: Approximately 3.4 dwelling units per acre.

Site Analysis

Site Description

- Location: The site is located on the west side of Ooltewah-Ringgold Road at the Ooltewah-Ringgold Road and Bennie Lane intersection.
- Current Access: Entrance on Ooltewah-Ringgold Road.
- Tennessee Department of Transportation Functional Classification: Ooltewah-Ringgold Road is categorized as an Urban Minor Arterial.
- Current Development form: The site consists of three separate parcels that currently have a total of 2 dwellings. To the east is a small lot subdivision. To the south is a large vacant parcel. To the east is a mix of large and small individual parcels with dwellings.
- Current Land Uses: With exception of the vacant parcel to the south, the site is surrounded by low-density residential.
- Current Density: The average density of the Green Acres Subdivision abutting the site is approximately 2 dwelling units per acre. The average density of the 7 parcels across Ooltewah Ringgold-Road is approximately 0.3 dwelling units per acre.

Zoning History

- The site is currently zoned A-1 Agricultural District and R-2 Urban Residential District.
- The properties to the north, east and south are zoned A-1 Agricultural District and R-2 Urban Residential District. The properties to the west are zoned R-2 Urban Residential District.
- The nearest R-1 Single-Family District (same as the request) is approximately 850 feet to the south.
- There has been no recent zoning activity on this site.

Plans/Policies/Regulations

- There is no current adopted land use plan for this area.
- The Development Policy from the Comprehensive Plan 2030 update (Called the Renewing Our Vision and adopted by Planning Commission in 2016) identifies this site as being in intensity level 3. Level 3 is defined as areas in close proximity to minor road intersections. Generally, these areas are moderately populated with development patterns that include a wide variety of residential uses and small to medium scale commercial/industrial development. Large undeveloped tracts of land are somewhat limited. Level Three also includes important natural features such as the 500 year flood zone, forested areas (less than one acre) and slopes (less than 25%). From a transportation perspective, these areas contain minor and some major road intersections.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. If septic tanks are to be used, the minimum lot size is determined

PLANNING COMMISSION CASE REPORT

by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

- A Planned Unit Development (PUD) allows private roads if the roads are built to Hamilton County road standards. The maximum density for an R-1 PUD is 5 dwelling units per acre. A PUD is limited to what is shown on the PUD Plan *as approved by* the Hamilton County Commission.

Key Findings

- The proposal is supported by the Comprehensive Plan which recommends preserving critical environmental lands and limiting the density in areas with minor road infrastructure.
- The proposed use is consistent with surrounding uses.
- The proposal is not consistent with the development form of the area; however, most surrounding development were limited on density based on septic systems creating larger lots.
- The proposed residential density is higher than the surrounding *existing* densities and would set a precedent for future requests in the immediate vicinity. However, there is another development approximately 2 miles south (East Haven) with a density of 3.7 dwelling units per acre.
- The proposed residential density is compatible with the surrounding allowable densities of subdivisions abutting the property.
- The proposed structures do raise concerns regarding location, lighting, or height.
- Hamilton County Engineering notes the following to be addressed during the subdivision phase: private alleys must meet width and dimension requirements; the minimum radius for all road curves must be 100'; and Road "A" will need an appropriate site triangle at the intersection of Ooltewah-Ringgold Road. This may require easements on lots "1" and 44."
- Ooltewah- Ringgold Road is a Tennessee Department of Transportation road, and the applicant will need to meet their requirements to be allowed to connect.
- Hamilton County Water Quality notes all stream buffers must conform to all rules and regulations, and Road "B" will need appropriate access to Community Lot "2" if the lot contains a water quality feature.
- The applicant is encouraged to contact Hamilton County Water and Wastewater Treatment Authority for additional sewer comments.
- The proposal would not be an extension of an existing zone, but is not an uncommon zone in the area.
- The site provides opportunities for connection to an existing road (Bennie Lane) or to a future development on the adjacent lot to the south. Such future connectivity could improve safety in the area by providing a secondary emergency access as continued residential growth increases the traffic volume on Ooltewah-Ringgold Road. . The proposed PUD Plan for Case #2016-092 does not provide such connectivity.

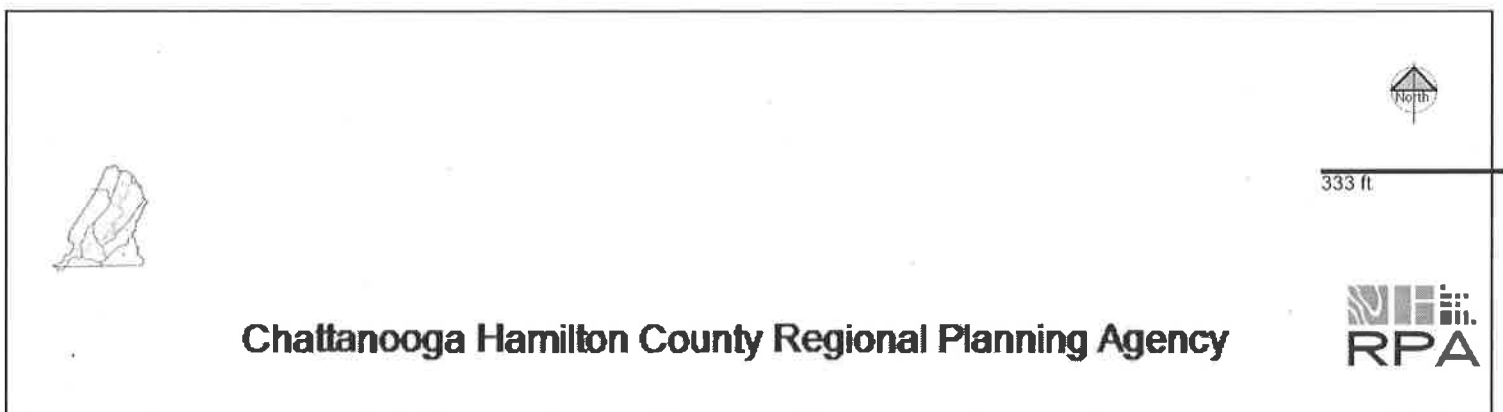
Staff Recommendation

Approve.

Note: Approval of a Planned Unit Development (PUD) does not guarantee approval of curb cuts, road intersections, curve radii, or other similar items. The applicant is encouraged to consult with the Hamilton County Engineering Department for technical design requirements.



2016-092 Special Exceptions Permit for a Residential PUD



RECEIVED

APR 25 2016

**Chattanooga Hamilton County
Regional Planning Agency
Development Services**

SITE ANALYSIS

ADDRESS: 3063,3603 COLDENHAM KINGSDALE RD
TAX MAP ID: 150-077, 150-078, 150-079
SITE CURRENTLY EDIED: A-1,R-2
PROPOSED ZONING: R-1 P.D.
ACREAGE: 18.48 ACRES
TOTAL NUMBER OF BUILDABLE LOTS: 68 SINGLE FAMILY
TOTAL NUMBER OF CONSUMERS LOTS: 3 COMM. LOTS
PROPOSED DENSITY: 3.4 U/AZ

BOUNDARY DIMENSION PLAN

VICINITY MAP

ZONING MAP
ULTA



FOR
REVIEW
ONLY

MAP ENGINEERS
L.L.C.

BENNIE LANE - SUBDIVISION

FOR:
Waters-Holland, LLC
1253 Market Street, Suite 100
Chattanooga, TN 37402

PRELIMINARY
SITE
PLAN

REVISIONS

1		
2		
3		
4		
5		

FILE 16-122

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MAG Engineering, LLC and must
not be reproduced in whole or in
part. This drawing shall not be used
for the construction of any other
project without the written
consent of MAG Engineering, LLC.

DATE: 6/14/2018
DRAWN BY: WMB
CHECKED BY: WMB
PROJ. NUMBER: 18-133
SHEET NUMBER: PS-1

Proposed Planned Unit Dev. Comm Plan

2016-092



Hamilton County Board of Commissioners RESOLUTION

No. 716-30

**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS, ARTICLE VI,
EXCEPTIONS, SECTION 400 SPECIAL PERMITS BY HAMILTON COUNTY COMMISSION
SUBSECTION 401.7, APPLICATION PROCEDURE FOR PLANNED UNIT DEVELOPMENT SO AS TO
CLARIFY PUD DEVELOPMENT PLAN REQUIREMENTS**

WHEREAS, there is a proposal to amend the Hamilton County Zoning Regulations to clarify Planned Unit Development Plan Requirements, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on July 20, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended as follows:

DELETE Article VI, Section 401.7(B)(2) in its entirety and substitute in lieu thereof the following:

2. The PUD Development Plan shall be 11" X 17" drawn at a minimum scale of one inch equals two hundred feet (1"=200') and shall contain the following components:

- a) Proposed boundary line with dimensions;
- b) Identified land use areas such as, but not limited to, single-family detached dwellings, two-family attached dwellings, multi-family attached dwellings, non-residential, open space, detention ponds, etc.;
- c) Lot lines only for single-family detached dwellings (no structures);
- d) Lot lines and structures for two-family and multi-family attached dwellings;
- e) Public and private streets;
- f) Public and private alleys;
- g) Sidewalks or paved internal pedestrian circulation system;
- h) Legend with the following:
 - i. Total acreage of each land use.
 - ii. Total number of proposed single-family detached units.
 - iii. Total number of proposed two-family attached units.
 - iv. Total number of proposed multi-family attached units.
 - v. Permitted gross number of residential units per acre.
 - vi. Proposed gross number of residential units per acre.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING
REGULATIONS, ARTICLE VI, EXCEPTIONS, SECTION 400 SPECIAL
PERMITS BY HAMILTON COUNTY COMMISSION, SUBSECTION
401.7, APPLICATION PROCEDURE FOR PLANNED UNIT
DEVELOPMENT SO AS TO CLARITY PUD DEVELOPMENT PLAN
REQUIREMENTS**

WHEREAS, the Regional Planning Agency has determined that there is a need to clarify how the components of the PUD Development are shown.

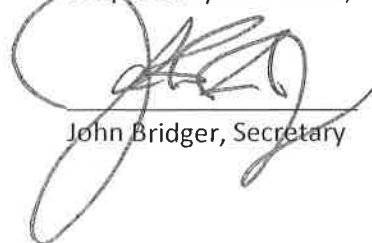
NOW THEREFORE, BE IT RESOLVED, that the Chattanooga-Hamilton County Regional Planning Commission on June 13, 2016 does hereby recommend to the Hamilton County Commission that the Hamilton County Zoning Regulations be amended as follows:

DELETE Article VI, Section 401.7(B)(2) in its entirety and substitute in lieu thereof the following:

2. The PUD Development Plan shall be 11" X 17" drawn at a minimum scale of one inch equals two hundred feet (1"=200') and shall contain the following components:

- a) Proposed boundary line with dimensions;
- b) Identified land use areas such as, but not limited to, single-family detached dwellings, two-family attached dwellings, multi-family attached dwellings, non-residential, open space, detention ponds, etc.;
- c) Lot lines only for single-family detached dwellings (no structures);
- d) Lot lines and structures for two-family and multi-family attached dwellings;
- e) Public and private streets;
- f) Public and private alleys;
- g) Sidewalks or paved internal pedestrian circulation system;
- h) Legend with the following:
 - i. Total acreage of each land use.
 - ii. Total number of proposed single-family detached units.
 - iii. Total number of proposed two-family attached units.
 - iv. Total number of proposed multi-family attached units.
 - v. Permitted gross number of residential units per acre.
 - vi. Proposed gross number of residential units per acre.

Respectfully submitted,



John Bridger, Secretary

Date of Adoption: June 13, 2016
JB:GH:PD:sh



Hamilton County Board of Commissioners

RESOLUTION

No. 716-31

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JUNE 1, 2016, THROUGH JUNE 30, 2016, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between June 1, 2016, through June 30, 2016.

June 1, 2016, \$13,356.93 for 7,903 gallons of E10 gasoline at 1.6901088 per gallon from Parman Lubricants.

June 1, 2016, \$11,440.29 for 7,436 gallons of diesel fuel at 1.5385 per gallon from Pilot Travel Centers, LLC.

June 8, 2016, \$644.69 for 144 gallons of diesel fuel at 2.5999 per gallon and 106 gallons of regular unleaded gasoline at 2.5500 per gallon from Jat Oil and Supply, Inc.

June 8, 2016, \$11,673.17 for 7,447 gallons of diesel fuel at 1.5675 per gallon from Collins Oil Company, Inc.

June 16, 2016, \$10,414.79 for 7,379 gallons of E10 gasoline at 1.41141 per gallon from Parman Lubricants.

June 16, 2016, \$10,427.50 for 7,388 gallons of E10 gasoline 1.41141 per gallon from Parman Lubricants.

June 20, 2016, \$11,709.45 for 8,377 gallons of E10 gasoline at 1.39781 per gallon from Jat Oil and Supply, Inc.

June 21, 2016, \$1,889.00 for 1,000 gallons of regular unleaded gasoline at 1.8890 per gallon from Jat Oil and Supply, Inc.

June 21, 2016, \$1,322.30 for 700 gallons of regular unleaded gasoline at 1.8890 per

gallon from Jat Oil and Supply, Inc.

June 23, 2016, \$11,335.52 for 7,404 gallons of diesel fuel at 1.5310 per gallon from Pilot Travel Centers, LLC.

June 24, 2016, \$10,510.59 for 6,916 gallons of diesel fuel at 1.51975 per gallon from Parman Lubricants.

June 24, 2016, \$10,588.81 for 7,373 gallons of E10 gasoline at 1.43616 per gallon from Parman Lubricants.

June 27, 2016, \$4,544.84 for 2,458 gallons of regular unleaded gasoline at 1.8490 per gallon from Jat Oil and Supply, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

Date: 6/1/2016 6/1/2016 6/8/2016 6/8/2016 6/16/2016 6/16/2016 6/20/2016 6/21/2016 6/21/2016 6/23/2016 6/24/2016 6/24/2016 6/27/2016
 CFP
 Location Sheriff's Sub- White Oak Mowbray Career Lane Silverdale Career Lane White Oak Riverpark ESNP Silverdale Silverdale Sheriff's Sub- Maintenance
 Station Station Station Station Station Station Station Station Station Station Station Station

Sweetwater (HC)	Gasoline			2.9899					no quote	no quote				1.9288
	E-10 Gasoline	1.7000				1.4129	1.4129	1.4119					1.4564	
	Diesel		1.5500	2.5893	1.5923						1.5411	1.5382		
	Bio Diesel													
Jat Oil (HC)	Gasoline			2.5500					1.8890	1.8890				1.8490
	E-10 Gasoline	1.6980				1.4125	1.4125	1.39781					1.4550	
	Diesel		1.5450	2.5999	1.5790						1.5310	1.5380		
	Bio Diesel													
Collins Oil	Gasoline			no quote					1.9895	1.9895				no quote
	E-10 Gasoline	1.7090				1.4150	1.4150	1.4265					1.4740	
	Diesel		1.5575	no quote	1.5675						1.5325	1.5490		
	Bio Diesel													
Mansfield	Gasoline			no quote					no quote	no quote				no quote
	E-10 Gasoline	no quote				1.4246	1.4246	1.4136					1.4681	
	Diesel		1.5542	no quote	1.5885						1.5435	1.5477		
	Bio Diesel													
Parman	Gasoline			no quote					no quote	no quote				no quote
	E-10 Gasoline	1.6901088				1.41141	1.41141	1.4071					1.43616	
	Diesel		1.5414	no quote	1.5693						1.5318	1.51975		
	Bio Diesel													
Pilot Travel (HC)	Gasoline			no quote					2.8305	no quote				2.0416
	E-10 Gasoline	1.6971				1.4593	1.4593	1.4271					1.4771	
	Diesel		1.5385	no quote	1.5805						1.5310	1.5515		
	Bio Diesel													
Lykins Energy	Gasoline			no quote					no quote	no quote				no quote
	E-10 Gasoline	1.6999				1.4367	1.4369	1.4147					1.4654	
	Diesel		1.5484	no quote	1.5844						1.5389	1.5579		
	Bio Diesel													

I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL
 PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF JUNE 1, 2016, THROUGH JUNE 30, 2016

Gail B. Roppo 7/5/2016
 Gail B. Roppo
 Director of Purchasing

Unleaded Gasoline	June 2016	YTD
Gallons Purchased	4,264	41,597
Total Cost	\$8,026.44	\$71,423.50
Average Cost/Gallon	\$1.8824	\$1.7170
E-10		
Gallons Purchased	38,420	465,669
Total Cost	\$56,497.48	\$634,823.28
Average Cost/Gallon	\$1.4705	\$1.3633
Diesel		
Gallons Purchased	29,347	236,143
Total Cost	\$45,333.96	\$338,445.41
Average Cost/Gallon	\$1.5448	\$1.4332
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners

RESOLUTION

No. 716-32

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, TO SIGN AN AMENDMENT TO THE CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE THE MEDICAL CASE MANAGEMENT OF PERSONS INFECTED WITH HIV/AIDS IN HAMILTON COUNTY FOR THE TIME PERIOD APRIL 1, 2016 – MARCH 31, 2017, AND TO AMEND THE REVENUE AND EXPENDITURE BUDGETS TO INCREASE THE MEDICAL CASE MANAGERS HIV/AIDS PROGRAM BUDGET OF \$199,500.00 BY \$10,300.00 FOR A TOTAL AMOUNT OF \$209,800.00.

WHEREAS, the State of Tennessee, Department of Health has increased the Medical Case Managers HIV/AIDS Program budget, and

WHEREAS, in anticipation of the increase of State funds, appropriate measures have been planned for the use of funds to support an increase in part-time staff hours necessary to meet grant requirements.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor be authorized to sign the attached contract amendment accepting the increase of \$10,300.00 for the provision of Medical Case Managers HIV/AIDS Program for the time period April 1, 2016– March 31, 2017 in an amount not to exceed \$10,300.00 for the total amount of the amended contract of \$209,800.00.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



GRANT AMENDMENT

Agency Tracking # 34360-45716	Edison ID 48861	Contract # GG1648861	Amendment # 1		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Amendment Purpose & Effect(s) To expand service provision options to the community using additional federal Ryan White Part B funds.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: March 31, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$10,300		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016		\$52,450			\$52,450
2017		\$157,350			\$157,350
TOTAL:		\$209,800			\$209,800
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional) HL00007854		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT GG1648861**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Chattanooga-Hamilton County Health Department, hereinafter referred to as the "State" and The Government of Knox County d/b/a Knox County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Nine Thousand Eight Hundred Dollars (\$209,800) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective five (5) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 3
GRANT BUDGET
 (BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department		Center of Excellence		
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2016, and ending March 31, 2017.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$121,200.00	\$0.00	\$121,200.00
2	Benefits & Taxes	\$58,100.00	\$0.00	\$58,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$1,500.00	\$0.00	\$1,500.00
7	Postage & Shipping	\$300.00	\$0.00	\$300.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,400.00	\$0.00	\$1,400.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$3,800.00	\$0.00	\$3,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (10.88% of salaries & benefits)	\$19,500.00	\$0.00	\$19,500.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$209,800.00	\$0.00	\$209,800.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 3 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

SALARIES									AMOUNT
Rachel Inman, Public Health Rep	3,878.18	x	12	x	100%	+	450.00		46,988.16
Trevor Wilson, Public Health Rep	3,339.66	x	12	x	100%				40,075.92
Greg Sanders, Public Health Rep	3,258.67	x	12	x	55%				21,507.22
Vacant, Secretary	2,293.20	x	10	x	55%	+			12,612.60
ROUNDED TOTAL									121,200.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$ 1,200.00
HIV/AIDS Training Nashville	\$ 2,600.00
TOTAL	\$ 3,800.00



Hamilton County Board of Commissioners

RESOLUTION

No. 716-33

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO ENTER INTO AND EXECUTE A CONTINUATION CONTRACT FOR \$528,100.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF EMERGENCY PREPAREDNESS ACTIVITIES FOR THE 12 MONTH TIME PERIOD BEGINNING JULY 1, 2016 – JUNE 30, 2017 AND TO AMEND THE HOMELAND SECURITY BUDGET FOR FY 2017 BY SUBTRACTING \$17,400.00 FROM THE REVENUE AND EXPENDITURE BUDGET.

WHEREAS, the overall objective of the Chattanooga-Hamilton County Health Department is to protect the public's health, and

WHEREAS, preparedness activities are necessary to achieve this objective; and,

WHEREAS, these activities are for the protection and well-being of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor be authorized to sign the attached continuation contract accepting \$528,100.00 in State funds for the purpose of providing emergency preparedness activities for the time period of July 1, 2016 – June 30, 2017 and to amend the FY 2017 revenue and expenditure budget of the Homeland Security by subtracting \$17,400.00.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2016	End Date June 30, 2017	Agency Tracking # 34349-31817	Edison ID		
Grantee Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 93.074 Grantee's fiscal year end June 30, 2017			
Service Caption (one line only) Public Emergency Preparedness					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017		\$528,100			\$528,100
TOTAL:		\$528,100			\$528,100
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		Federal preparedness funds are directed to Tennessee Metropolitan Emergency Preparedness programs to prepare for, respond to, and recover from public health threats. Funds are used to develop and maintain robust emergency preparedness programs and carry out the requirements of the CDC National Standards for State and Local Planning and ASPR National Guidance for Healthcare System Preparedness.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional) HL00000723		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Public Health Emergency Preparedness, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "ASPR" means Assistant Secretary for Preparedness and Response;
 - b. "CDC" means the "Centers for Disease Control and Prevention;
 - c. "CRI" means Cities Readiness Initiative;
 - d. "EP" means Emergency Preparedness;
 - e. "HPP" means Healthcare Preparedness Program which is funded through ASPR;
 - f. "NIMS ICS" means National Incident Management System Incident Command System.
 - g. "PAHPRA Reauthorization Act" means the Pandemic and All Hazards Preparedness Reauthorization Act of 2013, which is codified as 42 U.S.C. § 300hh-1, et seq and is the congressional reauthorization mandate for public health emergency preparedness activities;
 - h. "PHEP" means Public Health Emergency Preparedness;
- A.3. Service Goals. The service goal of the EP program is to ensure federal preparedness funds are directed to Tennessee Regional and Metropolitan EP programs to prepare for, respond to, and recover from public health threats.
- A.4. Service Recipients. Those benefitting from this contract will be all people living in Hamilton County, including adults, children, infants, geriatrics, and other at-risk populations.
- A.5. Service Description. The Grantee shall use the grant funds to provide EP services defined as follows:
- a. The Grantee acknowledges that each staff member on Attachment 1 (Grant Budget) has read and will comply with the most current version of the document entitled "Program

Guidance for Emergency Preparedness (EP) Programs", a copy of which has been provided to the Grantee and is maintained on file with the Tennessee Department of Health.

- b. Provide PHEP base planning, and to include Pandemic Influenza Preparedness and HPP activities.
- c. Participate in the planning and coordination of needs assessment and service delivery in coordination with the State.
- d. Cooperate with the State as needed to provide inter-jurisdictional preparedness services, and/or complete forms and reports within a timeframe established by the State to facilitate proper oversight in the event of a coordinated emergency response.
- e. Designate, at a minimum, the following staff assigned with responsibilities as identified in the "Program Guidance for Emergency Preparedness (EP) Programs": Emergency Response Coordinator (ERC), Regional Hospital Coordinator (RHC), and Epidemiologist.
- f. Maintain a staffing level to adequately carry out activities. If at any time fewer than seventy-five percent (75%) of the positions funded through this grant contract are filled, immediately notify the EP Director and submit a corrective action plan which documents efforts to address the staffing deficiency.
- g. Ensure that all staff detailed in the attached budget complete appropriate NIMS ICS courses, as defined by their position and respond to/and report immediately if called upon by the State as part of a coordinated public emergency response.
- h. Maintain appropriate personnel records (e.g., time and attendance, leave, travel, etc.) for review by the State or other appropriate agency.
- i. Maintain an inventory of supplies for response to Pandemic Influenza, including, but not limited to: N95 respirators, gowns, gloves, and surgical masks.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b, below);
- b. The Program Guidance for Emergency Preparedness (EP) Programs.

A.7. Service Reporting. The Grantee shall report, to the State, all accomplishments as defined in the most current version of the document entitled "Program Guidance for Emergency Preparedness (EP) Programs," referenced in A.6.b.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date	Due to Whom:	Requested Format
Participate in the planning and coordination of needs assessment and service delivery in coordination with the State.	A.5.c.	On-going	Document Repository	Variable, as defined in the manual entitled, "Program Guidance for Emergency Preparedness"

A.9. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 4, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Twenty Eight Thousand One Hundred Dollars (\$528,100) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Emergency Preparedness Program
Tennessee Department of Health
Communicable and Environmental Disease and Emergency Preparedness (CEDEP)

3rd Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Health.EP-Finance@tn.gov
 Telephone # (615) 741-1915
 FAX # (615) 532-5902

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Communicable and Environmental Disease and Emergency Preparedness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to

the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Paul Petersen, Pharm.D., Director
Emergency Preparedness Program
Tennessee Department of Health
Communicable and Environmental Disease and Emergency Preparedness (CEDEP)
3rd Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: Health.EP-Finance@tn.gov
Telephone # (615) 741- 8529
FAX # (615) 532-5902

The Grantee:

Rebecca Barnes, Director
Chattanooga-Hamilton County Health Department
921 East Third Street
Chattanooga, TN 37403
beckyb@hamiltontn.gov
Telephone # (423)209-8000
FAX # (423)209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is

paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.8. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

E.9. Security Audit. The State may conduct audits of Grantee's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Grant Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://tn.gov/finance/topic/sts-security-policies>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Grant Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

- a. A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Grantee's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.
- b. Grantee shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Grantee's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Grantee shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Grant Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Grantee shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

E.10. CFDA Number(s) When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied within the performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.074 – Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

Becky Barnes 7/6/16
GRANTEE SIGNATURE DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ATTACHMENT 4**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 5

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department - Public Health Emergency Preparedness (PHEP) Roll-Up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$333,100.00	\$0.00	\$333,100.00
2	Benefits & Taxes	\$158,700.00	\$0.00	\$158,700.00
4, 15	Professional Fee/ Grant & Award ²	\$2,400.00	\$0.00	\$2,400.00
5	Supplies	\$12,000.00	\$0.00	\$12,000.00
6	Telephone	\$8,500.00	\$0.00	\$8,500.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,800.00	\$0.00	\$2,800.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings ²	\$10,000.00	\$0.00	\$10,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$52,800.00	\$52,800.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$528,100.00	\$52,800.00	\$580,900.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 2)

Chattanooga-Hamilton County Health Department - Public Health Emergency Preparedness (PHEP) Base Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$284,100.00	\$0.00	\$284,100.00
2	Benefits & Taxes	\$137,600.00	\$0.00	\$137,600.00
4, 15	Professional Fee/ Grant & Award ²	\$2,400.00	\$0.00	\$2,400.00
5	Supplies	\$12,000.00	\$0.00	\$12,000.00
6	Telephone	\$8,500.00	\$0.00	\$8,500.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$2,800.00	\$0.00	\$2,800.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel/ Conferences & Meetings ²	\$10,000.00	\$0.00	\$10,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$45,800.00	\$45,800.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$458,000.00	\$45,800.00	\$503,800.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

SALARIES					AMOUNT
Sabrina Novak Regional ERC2	\$	5,387.92	x 12 x 98%		\$63,361.94
Jennifer Lawson, Regional Nurse Specialist	\$	4,373.25	x 12 x 98%		\$51,429.42
Amber Vann, Emergency Management Planner	\$	3,320.67	x 12 x 98%		\$39,051.08
Carol Reese, ASA2	\$	2,631.25	x 12 x 98%		\$30,943.50
Dan Walker, Epidemiologist	\$	5,201.83	x 12 x 98%		\$61,173.52
Joshua Weaver, Volunteer Coordinator	\$	3,241.25	x 12 x 98%		\$38,117.10
			x 12 x		
TOTAL ROUNDED					\$284,100.00

Professional Fee/Grant & Award	AMOUNT
Web based Training	\$2,400.00
TOTAL	\$2,400.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
In-State Travel	\$6,500.00
Out-State Travel - HCC, National Conference, one person	\$3,500.00
TOTAL	\$10,000.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

Chattanooga-Hamilton County Health Department - Healthcare Preparedness (HPP) Activities				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$49,000.00	\$0.00	\$49,000.00
2	Benefits & Taxes	\$21,100.00	\$0.00	\$21,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$7,000.00	\$7,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,100.00	\$7,000.00	\$77,100.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1 (continued)
 GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5)

SALARIES				AMOUNT
Jenny Wolverton, Hospital Coordinator	\$4,299.33	x 12	x 95.0%	\$49,012.36
TOTAL ROUNDED				\$49,000.00



Hamilton County Board of Commissioners

RESOLUTION

No. 716-34

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTRACT AMENDMENT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$49,200.00 TO PROVIDE VIRAL HEPATITIS SURVEILLANCE SERVICES THROUGH DECEMBER 31, 2016 AND TO INCREASE THE EXPENSE AND REVENUE BUDGET BY \$49,200.00.

- WHEREAS,** Hepatitis C is a contagious liver disease that results from infection with the Hepatitis C virus (HCV), and
- WHEREAS,** Approximately 75-85% of those infected with HCV develop chronic infection, and
- WHEREAS,** Chronic infection can last a lifetime, leading to liver problems including cirrhosis and liver failure, and
- WHEREAS,** Tennessee has one of the highest rates of acute HCV infection in the nation, and
- WHEREAS,** Tennessee has demonstrated a 364% increase in reported acute HCV from 2006 to 2012 among individuals 30 years and younger, and
- WHEREAS,** the State of TN has identified funds to provide viral hepatitis surveillance services in Hamilton County.

NOW THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor be authorized to sign the attached contract amendment in the amount of \$49,200.00 for the provision of viral hepatitis surveillance in Hamilton County through December 31, 2016 and to increase the expense and revenue budget by \$49,200.00.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER IT PASAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



GRANT AMENDMENT

Agency Tracking # 34349-03516	Edison ID 48467	Contract # GG1648467	Amendment # 1
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208
Amendment Purpose & Effect(s) To add Viral Hepatitis services			
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: December 31, 2016	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$49,200
Funding —			
FY	State	Federal	Interdepartmental
2016	\$16,700	\$191,650	
2017	\$65,900	\$191,650	
TOTAL:	\$82,600	\$383,300	
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		OCR USE	
Speed Chart (optional) HL00007849	Account Code (optional) 71301000		

**AMENDMENT 1
OF GRANT CONTRACT GG1648467**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract sections A.2. and C.1. are deleted in their entirety and replaced with the following:

A.2. Service Definitions.

- a. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
- b. "Community based organizations (CBOs)" means a public or private nonprofit (including a church or religious entity) that serves a significant segment of a community, and is engaged in meeting health and community needs.
- c. "Disease intervention services" means activities designed to prevent the spread of disease and the development of complications.
- d. "Electronic HIV/AIDS Reporting System (eHARS)" means an application designed for the management, surveillance, and reporting of HIV/AIDS.
- e. "Expedited partner therapy (EPT)" means the clinical practice of treating the sex partners of patients diagnosed with chlamydia by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner, according to the State of Tennessee's Rules and Regulations, 0880-02-.14.
- f. "HIV testing" means test devices or kits cleared by the U.S. Food and Drug Administration (FDA) that are determined to meet the criteria for waiver under the Clinical Laboratory Improvement Amendments (CLIA) of 1988, 42 U.S.C. 263a PL100-578 (1988). They are simple, single-use, disposable devices, using minimal reagents, that can provide results in less than 60 minutes and are designed for use with unprocessed specimens (whole blood or oral fluid specimens).
- g. "Patient Tracking Billing Management Information System (PTBMIS)" means a statewide database combined for all services provided by the Tennessee Department of Health. The PTBMIS has modules for patient registration, collection of financial information, tracking of services, and maintaining medical records.
- h. "Patient Reporting Investigating Surveillance Manager (PRISM)" means an application designed for the management, surveillance, and reporting of sexually transmitted diseases.
- i. "NBS" means National Electronic Disease Surveillance System (NEDSS) Based System (NBS), a database designed for the management surveillance, and reporting of communicable diseases, including viral hepatitis.

- j. Hepatitis B (HBV) means a double-stranded deoxyribonucleic acid (DNA) virus that is vaccine-preventable and is transmitted by contact with infectious blood, semen and other body fluids.
- k. Hepatitis C (HCV) means a single-stranded ribonucleic acid (RNA) virus that is not vaccine-preventable and is transmitted by contact with blood of an infected person.

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Sixty Five Thousand Nine Hundred Dollars (\$465,900) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. The following is added as Grant Contract section A.5.d.

A.5.d. Viral Hepatitis Surveillance Services

- (1) The Grantee agrees to provide viral hepatitis surveillance services listed below in accordance with the State Viral Hepatitis Program and as outlined in the Tennessee Department of Health's Viral Hepatitis NBS User Guide (located at: <https://hssi.tn.gov/auth/login>):
 - I. Case investigation of acute HBV and acute HCV;
 - II. Contact investigation of acute HBV and HCV;
 - III. Care coordination of acute HBV, acute HCV, and chronic HCV; and
 - IV. Viral hepatitis NBS data entry and management.

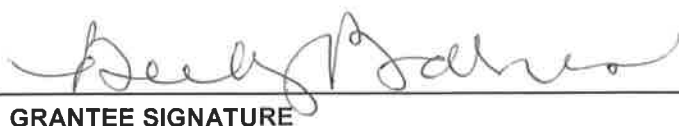
3. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective five (5) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:


 GRANTEE SIGNATURE

7-6-16
 DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - ROLL-UP				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2016, and ending DECEMBER 31, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$359,400.00	\$0.00	\$359,400.00
2	Benefits & Taxes	\$89,800.00	\$0.00	\$89,800.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$5,500.00	\$0.00	\$5,500.00
6	Telephone	\$1,600.00	\$0.00	\$1,600.00
7	Postage & Shipping	\$200.00	\$0.00	\$200.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,700.00	\$0.00	\$1,700.00
10	Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel/ Conferences & Meetings ²	\$2,300.00	\$0.00	\$2,300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$4,400.00	\$0.00	\$4,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$465,900.00	\$0.00	\$465,900.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)

GRANT BUDGET

(BUDGET PAGE 2)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - HIV PREVENTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2016, and ending DECEMBER 31, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$147,700.00	\$0.00	\$147,700.00
2	Benefits & Taxes	\$73,100.00	\$0.00	\$73,100.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,500.00	\$0.00	\$2,500.00
6	Telephone	\$1,400.00	\$0.00	\$1,400.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$1,700.00	\$0.00	\$1,700.00
10	Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel/ Conferences & Meetings ²	\$1,500.00	\$0.00	\$1,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$229,000.00	\$0.00	\$229,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

SALARIES	AMOUNT
April Tumlin, Nurse Specialist \$ 4,323.25 x 12 x 100%	\$51,879.00
Debra Wheeler, Patient Service Representative \$ 2,277.30 x 12 x 100%	\$27,327.60
Cynthia Wood, Public Health Representative \$ 3,653.79 x 12 x 100%	\$43,845.48
Malia Hinson, Patient Service Representative \$ 2,056.32 x 12 x 100%	\$24,675.84
TOTAL ROUNDED	\$147,700.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$1,000.00
Statewide HIV/AIDS Meetings	\$500.00
TOTAL	\$1,500.00

ATTACHMENT 2 (continued)

GRANT BUDGET

(BUDGET PAGE 4)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - STATE STD				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2016, and ending DECEMBER 31, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$32,700.00	\$0.00	\$32,700.00
2	Benefits & Taxes	\$700.00	\$0.00	\$700.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$33,400.00	\$0.00	\$33,400.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

SALARIES	AMOUNT
Deb Sardin, Public Health Nurse Specialist \$ 4,869.68 x 12 x 56%	\$32,724.25
TOTAL ROUNDED	\$32,700.00

ATTACHMENT 2 (continued)

GRANT BUDGET

(BUDGET PAGE 6)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - STD PREVENTION				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2016, and ending DECEMBER 31, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$154,300.00	\$0.00	\$154,300.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$154,300.00	\$0.00	\$154,300.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 7)

SALARIES							AMOUNT
Laurie Tucker, Public Health Representative	\$	3,807.13	x	12	x	91.55%	\$41,825.13
Val Sanderfer, Public Health Representative	\$	3,430.91	x	12	x	91.55%	\$37,691.98
Grady Hicks, Public Health Representative	\$	3,391.33	x	12	x	91.55%	\$37,257.15
Eundra Porter, Public Health Representative	\$	3,416.12	x	12	x	91.55%	\$37,529.49
TOTAL ROUNDED							\$154,300.00

ATTACHMENT 2 (continued)

GRANT BUDGET

(BUDGET PAGE 8)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT - VIRAL HEPATITIS				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JANUARY 1, 2016, and ending DECEMBER 31, 2016.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$24,700.00	\$0.00	\$24,700.00
2	Benefits & Taxes	\$16,000.00	\$0.00	\$16,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$3,000.00	\$0.00	\$3,000.00
6	Telephone	\$200.00	\$0.00	\$200.00
7	Postage & Shipping	\$100.00	\$0.00	\$100.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$800.00	\$0.00	\$800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (10.81% of Salaries and Benefits)	\$4,400.00	\$0.00	\$4,400.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$49,200.00	\$0.00	\$49,200.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 9)

SALARIES		AMOUNT
Vacant, Nurse Specialist	\$ 4,114.99 x 6 x 100%	\$24,689.94
TOTAL ROUNDED		\$24,700.00

TRAVEL / CONFERENCES & MEETINGS		AMOUNT
Local Travel		\$800.00
TOTAL ROUNDED		\$800.00



Hamilton County Board of Commissioners

RESOLUTION

No. 716-35

A RESOLUTION ACCEPTING THE BID OF HAYWARD BAKER INC. FOR EMS STATION #3 HELICAL PIERS AMOUNTING TO \$44,000.00 FOR HAMILTON COUNTY ENGINEERING DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a bid was received in response to public advertisement for EMS Station #3 Helical Piers for Hamilton County Engineering Department; and,

WHEREAS, the bid from Hayward Baker Inc. amounting to \$44,000.00 was the only bid received, but said bid was deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Hayward Baker Inc. for EMS Station #3 Helical Piers amounting to \$44,000.00 for Hamilton County Engineering Department is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

JIM M. COPPINGER
COUNTY MAYOR



JOHN A. AGAN, P.E.
DIRECTOR OF ENGINEERING
PUBLIC WORKS DIVISION

HAMILTON COUNTY, TENNESSEE

June 23, 2016

Ms. Gail Roppo, Director
Hamilton County Purchasing Department
117 East Seventh Street, 5th Floor Newell Tower
Chattanooga, Tennessee 37402

Subject: EMS Station #3 Helical Piers
Hamilton County Project No:15-909

Dear Ms. Roppo:

Bids for the above mentioned project were received by the Hamilton County Purchasing Department at 10:30 am on June 23, 2016. The total bid price for the bidder is shown below.

Hayward Baker, Inc.

\$44,000.00

The bid of Hayward Baker, Inc. is considered to be competitive and in line with present construction pricing levels. Hayward Baker Inc. is licensed in the State of Tennessee to construct the work as bid. Therefore, it is recommended that the contract is awarded to Hayward Baker Inc..

Sincerely,

A handwritten signature in black ink, appearing to read "Autumn Friday", is written over a faint, larger signature.

Autumn Friday, P.E.
Engineering Projects Manager

Attachment

cc: File

License Search and Verification

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

<< [Click Here To Go Back To The Search Page](#)

License Details

License Status	Active - Fully Licensed
License #	20835
License ID	20835
Expiration Date	Jul 31 2017
Original Date	Jul 11 1991
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	HAYWARD BAKER INC.
City	HANOVER
State	MD
Zip Code	21076
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	HC-3
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LEGAL AD

Please run the attached ad on Thursday June 9, 2016

Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, will receive bids before 10:30 PM (ET), on June 23, 2016 for the following construction project: EMS Station #3 – Helical Piers. Project Number: 15-909.

The project consists of the installation of Helical Piers for EMS Station #3 located at 7123 Discovery Drive, Chattanooga, TN 37421.

Bidding documents will be distributed by: Hamilton County Maintenance Department. Contact Andrea Wright at: 423-209-7703 or andreaw@hamiltontn.gov.





Hamilton County Board of Commissioners RESOLUTION

No. 716-36

A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” BY CHANGING THE SPEED LIMIT OF ROY LANE FROM 30 MILES PER HOUR TO 20 MILES PER HOUR, EAST OF OOLTEWAH-GEORGETOWN ROAD.

WHEREAS, the above mentioned roadways, located east of Ooltewah-Georgetown Road, in the 2nd Civil District, the 9th County Commission District; having speeding issues; and,

WHEREAS, as requested by residents living along the roadway; and,

WHEREAS, the speed limit on this road needs to be reduced as described above.

NOW THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

1. That the “Master List of Roads and Speed Limits” be amended to provide a speed limit of 20 miles per hour on Roy Lane east of Ooltewah-Georgetown Road.
2. That violation of the posted speed limit as established herein shall be a misdemeanor and punishable as such as provided by laws of the State.
3. That the “Master List of Roads and Speed Limits” is hereby amended.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 716-37

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR THE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES AND CONSTRUCTION CONTRACT ADMINISTRATION OF THE TENNESSEE RIVERPARK DOWNTOWN SEGMENT FOR AN AMOUNT NOT TO EXCEED \$75,000.00.

WHEREAS, Resolution 214-27 was approved by this Legislative Body on February 19, 2014 and selected Barge, Waggoner, Sumner & Cannon, Inc. for the construction contract administration of the proposed Tennessee RiverPark Downtown Segment Phase I; and

WHEREAS, Resolution 214-28 was approved by this Legislative Body on February 19, 2014 and selected Barge, Waggoner, Sumner & Cannon, Inc. for the construction engineering inspection (CEI) services of the proposed Tennessee RiverPark Downtown Segment Phase I; and

WHEREAS, the existing design contract needs to be increased to include an additional \$75,000.00 for construction engineering inspection (CEI) and construction contract administration services; and;

WHEREAS, 80% of the cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to increase the contract with Barge, Waggoner, Sumner & Cannon, Inc. to provide construction engineering inspection (CEI) and construction contract administration services for the new Tennessee RiverPark Downtown Segment for an amount not to exceed \$75,000.00.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date

June 29, 2016
Project No.: 34796-07

Autumn Friday, PE
Engineering Projects Manager
Hamilton County
1250 Market Street, Suite 3050
Chattanooga, TN 37402-2713

RE: Budgetary Request: Downtown Riverwalk Phases I-III
Hamilton County Project No: 10-102; BWSC Project Numbers 3470605, 3479607 & 3479608
TN Riverwalk CEI & TN Riverwalk Construction Administration Services

Dear Ms. Friday:

In our last request for additional fees dated June 4, 2015, I discussed how BWSC had expended significant efforts to effect changes to the Riverwalk (RW) alignment and design in response to changes in condition that occurred based on third party (RR and PSC Metals) impacts to the project. Overall, these efforts resulted in a reduction in cost for the County of between \$800,000 and \$900,000.

In that request, I stated that the fee increase would sustain our efforts through completion of the project as long as the project construction completion date did not extend more than 30 days past the original date of March 6, 2016. Subsequently, the contractor has submitted two change orders which have been approved by Hamilton County amounting to 140 additional days, which changes the project completion date to July, 29, 2016.

In addition to this extension of time, BWSC has spent significant unbudgeted time and expense assisting Hamilton County in dealing with PSC Metals' continued demands for changes and issues that we, as a project team, had been told were resolved. Unbudgeted time was spent on:

- Assisting Hamilton County in support of negotiations regarding allocation of costs for construction of the redesigned pond.
- Multiple design change requirements for pond, fencing, gate, and earthwork elements on PSC property, which were designed as functional for Riverwalk purposes, but changes demanded by PSC Engineering.
- Numerous meetings, phone calls, emails, and data requests from PSC staff and their engineer.

Table I below presents BWSC projected expenditures projected through completion of construction and project closeout. Based on the reallocation of project funds granted from our June 4, 2015

request, as of June 1, 2016 BWSC had approximately \$14,200 of remaining fee to complete the project. Projected June, July, and August expenditures total \$97,900 with a shortfall of \$83,700. BWSC is requesting additional fees of \$75,000.

It should be noted that BWSC has endeavored to deliver this project to the County as economically as possible. In fact, if the project had not been extended by third party actions and interventions, BWSC would have finished the project at or very near the original design fee and have used little or none of the June 4, 2015 request, which could have been returned to Hamilton County.

Cost Element	Projected June	Projected July	Projected August	Period Total
Document, File & Project Management	\$6,500	\$6,500	\$13,500	\$26,500
Design & Design Related Tasks	\$12,800	\$10,800	\$3,500	\$27,100
Field Inspection Tasks	\$21,900	\$19,900	\$2,500	\$44,300
Totals	\$41,200	\$37,200	\$19,500	\$97,900

If you wish to meet to discuss this request I will be at your disposal. Please call me at (423) 756-3025 if you have any immediate questions.

Sincerely,



Doye B. Cox PE, CHMM
Vice President

Enclosure

Copy to: Russell D. Moorehead
John Brown



Hamilton County Board of Commissioners

RESOLUTION

No. 716-38

A RESOLUTION NAMING THE HEADQUARTERS STATION OF THE SALE CREEK VOLUNTEER FIRE DEPARTMENT "THE R. GLENN ASLINGER FIRE STATION".

- WHEREAS,** the real property located on Dayton Pike, in Sale Creek, Hamilton County, Tennessee, is to house the new Headquarters of the Sale Creek Volunteer Fire Department; and
- WHEREAS,** R. Glenn Aslinger gave of himself untiringly for more than forty (40) years, having served as a fire-fighter, Chief for more than twenty (20) years, and Chairman of the Board of Directors; and
- WHEREAS,** the said untiring and dedicated services of R. Glenn Aslinger are worthy of recognition as a memorial by this County legislative body and the County Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That this county legislative body does hereby name the Headquarters station of the Sale Creek Volunteer Fire Department, located on Dayton Pike, in Sale Creek, Hamilton County, Tennessee, as "The R. Glenn Aslinger Fire Station".

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 716-39

A RESOLUTION MAKING AN APPROPRIATION TO BARGER ELEMENTARY SCHOOL IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM UNUSED DISCRETIONARY BOND FUNDS , AS ALLOTTED TO DISTRICT FIVE, FOR THE PURCHASE OF PLAYGROUND EQUIPMENT.

- WHEREAS,** Barger Elementary School is in need of playground equipment; and
- WHEREAS,** Commissioner Greg Beck has unused discretionary bond funds remaining in Fiscal Year 2017; and
- WHEREAS,** the Commissioner has expressed his desire to use Two Thousand Five Hundred Dollars (\$2,500.00) from those unused funds to assist with said purchase; and
- WHEREAS,** the County legislative body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the expenditure of Two Thousand Five Hundred Dollars (\$2,500.00) from unused Discretionary Bond Funds as allotted to County Commission District Five, be approved to purchase playground equipment for Barger Elementary School.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 716-40

A RESOLUTION MAKING AN APPROPRIATION TO BARGER ELEMENTARY SCHOOL IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM UNUSED DISCRETIONARY BOND FUNDS, AS ALLOTTED TO DISTRICT EIGHT, FOR THE PURCHASE OF PLAYGROUND EQUIPMENT.

WHEREAS, Barger Elementary School is in need of playground equipment; and

WHEREAS, Commissioner has unused discretionary bond funds remaining in Fiscal Year 2017; and

WHEREAS, the Commissioner Tim Boyd has expressed his desire to use Two Thousand Five Hundred Dollars (\$2,500.00) from those unused funds to assist with said purchase; and

WHEREAS, the County legislative body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the expenditure of Two Thousand Five Hundred Dollars (\$2,500.00) from unused Discretionary Bond Funds as allotted to County Commission District Eight, be approved to purchase playground equipment for Barger Elementary School.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved: ☐

Rejected: ☐

County Clerk

Approved: ☐

Vetoed: ☐

County Mayor

July 20, 2016

Date